SOLICITATION	, OFFER AND AWA		1. THIS CO UNDER DI		CT IS A RATED ORD	ER	RATING	PAGE O	F PAGES
2. CONTRACT NO.	<del></del>	4. TYPE OF SO		$\overline{}$	5. DATE ISSUED	6. REQUISITIO	N/PURCHASE NO.		] 30
	N39430-15-R-1604	[ ] SEALEI			26 Mar 2015				
Z VOCULED DAY		[X] NEGOT		P)		as a a	Y 5) 00		
7. ISSUED BY NAVFAC EXWC	CODE	N39430		8. ADI	ORESS OFFER TO	(If other than	Item7) CO	ODE	
CODE ACQ / NAVAL BASE VENTUR 1100 23RD AVE BLDG 1100	A COUNTY			ء ا	ee Item 7				
PORT HUENEME CA 93043-4301	TEL:			၂	ee item /		TEL:		
	FAX:						FAX:		
NOTE: In sealed bid solicitations "offer"	and "offeror" mean "bid" and "bidder".		0.07.70		TO31				
O. Saalad offers in original an	d 2 copies for furnishing		SOLIC			received at th	a place specified in	Itam 9 an if	
handcarried, in the depository			Block 7, R				12:00 PM local ti		2015
							(Hour)	(Date)	
	ons, Modifications, and Withd	rawals: See S	Section L,	Provi	ision No. 52.214-7	or 52.215-1.	All offers are subje	ct to all term	s and
conditions contained in this s		R TEI	EPHONE (	Include	a area code) (NO CO	DLLECT CALLS)	C. E-MAIL ADDRESS	<u> </u>	
	A SOCORRO C. NAILAT		-982-5092	(IIICIUU)	e alea code) (NO OC	DELEGT GALLO)	maria.nailat@navy.mil	,	
		11	TABLE	OF C	ONTENTS				
(X) SEC.	DESCRIPTION	PAGE(		SEC.		DESCR	IPTION		PAGE(S)
	I - THE SCHEDULE	1			PA	RTII - CON	TRACT CLAUSES		
X A SOLICITATION/C		1 - 2	<u> </u>		CONTRACT CLA				36 - 64
	VICES AND PRICES/ COSTS						HIBITS AND OT	HER ATTAC	HMENTS 65
X C DESCRIPTION/ SP X D PACKAGING AND	ECS./ WORK STATEMENT	13 - 2 23	<del>2                                     </del>	J	LIST OF ATTAC		ONS AND INSTR	UCTIONS	100
X E INSPECTION AND		24			REPRESENT AT I			<u>cc nons</u>	
X F DELIVERIES OR P		25 - 2	6 X	K	OTHER STATEM				66 - 79
X G CONTRACT ADM		27 - 3					ESTO OFFERORS	S	80 - 93
X   H   SPECIAL CONTRA	CT REQUIREMENTS	33 - 3			EVALUATION FA		AWARD		94 - 98
NOTE: Itam 12 does not on	oly if the solicitation includes				pleted by offero		- d		
	ove, the undersigned agrees, i						50. 50 calendar days unl	ess a differen	t neriod
	om the date for receipt of off								
each item, delivered at the d	esignated point(s), within the	time specifie	ed in the s	chedu	le.				
13. DISCOUNT FOR PROMI									
(See Section I, Clause No.	· · · · · · · · · · · · · · · · · · ·	43.653		110	D	1			
14. ACKNOWLEDGMENT ( The offeror acknowledge		AMEN	IDMENT	NO.	DATE	AM	ENDMENT NO.	DA	TE
to the SOLICITATION for									
documents numbered and	dated):  CODE	1	FACIL	ITV	1	C NIAME AND	TITLE OF DEDG	ON AUTHOR	NIZED TO
15A. NAME AND	CODE		FACIL	111	1		O TITLE OF PERS	ON AUT HOI	KIZED I O
ADDRESS						SIGN OFFE	R (Type or print)		
OF OFFEROR									
OFFEROR									
15B. TELEPHONE NO (Inc		ECK IF REMIT				7. SIGNATUI	RE	18. OFFE	R DATE
		DIFFERENT FI ICH ADDRESS			ITER				
					pleted by Gover	nment)			
19. ACCEPTED AS TO ITEMS NU	MBERED 20. AMO		(100	c com	21. ACCOUNTING		RIATION		
	HER THAN FULL AND OPEN CO	MPETITION:			23. SUBMIT IN	VOICES TO	ADDRESS SHOWN	IN ITE	M
10 U.S.C. 2304(c)(	) 41 U.S.C. 25	3(c)( )			(4 copies unless of	herwise specified	)		
24. ADMINISTERED BY (If other t	han Item7) COI	DE			25. PAYMENT W	ILL BE MADE B	Y	CODE	
26. NAME OF CONTRACTING OFF	ICER (Type or print)				27. UNITED STAT	ES OF AMERIC	A	28. AWARI	DATE
TEL:	EMAIL:				/e:. ·	ofContt: C"	(non)		
100.	EFFALE:		2		(Signature o	of Contracting Off	icer)		

# Section A - Solicitation/Contract Form

# SECTION A

The common cut-off date for receipt of all written solicitation questions is close of business on the 15<sup>th</sup> calendar day after the solicitation posting date. Offerors may submit questions, concerns or request clarification of, any aspect of this solicitation to the Contract Specialist, Maria Socorro C. Nailat via email: <a href="maria.nailat@navy.mil">maria.nailat@navy.mil</a>. The offeror must include the company name in the subject line of the e-mail. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Comments and questions must reference solicitation N39430-15-R-1604. Acknowledgement of receipt of questions will not be made.

# Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
0001		19,000,000	Each		
	Basic Year - CESE Life Ex	tension Program			
	FFP	C			
	The contractor shall provid	e inspection, repa	air, and logisti	cs management	
	information and services in		_	_	
	Section C attached herein a	nd technical data	in accordance	with Contract Data	
	Requirements List (CDRL)	DD1423, Exhibi	it Line Item N	umber (A001 - A009).	
	Maximum amount is the m				
	Section J, Attachment 14, o		-		
	Maximum quantity above i	s in fact the estim	nated quantity	and the figure reflects	
	dollars.		1 ,	C	
	FOB: Destination				
				MAX	

NET AMT

Page 4 of 98

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT OUANTITY

0002 19,000,000 Each
OPTION Option Year 1 - CESE Life Extension

FFP

The contractor shall provide inspection, repair, and logistics management information and services in accordance with the Performance Work Statement, Section C attached herein and technical data in accordance with Contract Data Requirements List (CDRL) DD1423, Exhibit Line Item Number (B001 - B009). Maximum amount is the maximum estimated amount provided in CLIN 0001 Section J, Attachment 14, described as Schedule of Estimated Firm Fixed Price. Maximum quantity above is in fact the estimated quantity and the figure reflects dollars.

FOB: Destination

MAX NET AMT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY 0003 19,000,000 Each

OPTION Option Year 2 - CESE Life Extension

FFP

The contractor shall provide inspection, repair, and logistics management information and services in accordance with the Performance Work Statement, Section C attached herein and technical data in accordance with Contract Data Requirements List (CDRL) DD1423, Exhibit Line Item Number (C001 - C009). Maximum amount is the maximum estimated amount provided in CLIN 0001 Section J, Attachment 14, described as Schedule of Estimated Firm Fixed Price. Maximum quantity above is in fact the estimated quantity and the figure reflects dollars.

FOB: Destination

MAX NET AMT

Page 5 of 98

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 3 - CESE Life FFP The contractor shall provide	19,000,000 Extension	Each ir, and logistics	management	
	information and services in Section C attached herein a Requirements List (CDRL)	accordance with and technical data DD1423, Exhibit	the Performance in accordance value Item Nun	e Work Statement, with Contract Data aber (D001 - D009).	
	Maximum amount is the m Section J, Attachment 14, of Maximum quantity above it dollars.	described as Scheo	lule of Estimate	d Firm Fixed Price.	
	FOB: Destination				
				MAX	

NET AMT

Page 6 of 98

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0005 19,000,000 Each

OPTION Option Year 4 - CESE Life Extension

**FFP** 

The contractor shall provide inspection, repair, and logistics management information and services in accordance with the Performance Work Statement, Section C attached herein and technical data in accordance with Contract Data Requirements List (CDRL) DD1423, Exhibit Line Item Number (E001 - E009). Maximum amount is the maximum estimated amount provided in CLIN 0001 Section J, Attachment 14, described as Schedule of Estimated Firm Fixed Price. Maximum quantity above is in fact the estimated quantity and the figure reflects dollars.

FOB: Destination

MAX NET AMT

# SECTION B

Supplies or Services and Prices

- B.1 Each Contract line Item Number (CLIN) set forth in the schedule (Section B) includes an estimated quantity of the dollar value of all orders that will be placed during that ordering period. Offerors should use those estimated quantities for planning purposes and for the preparation of their proposals including price proposal. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular ordering period. The aggregate of all the estimated quantities for all ordering periods is the maximum amount the Government may order under the contract as a whole including option ordering periods if exercised. The Government may, however, place orders during any ordering period which exceed the estimated quantity for that period so long as the next option is exercised and the contract ceiling is not exceeded. Any estimated quantity not consumed in an ordering period remains available for use in a subsequent ordering period.
- B.2 This is an IDIQ Single Award contract with a one-year Base period and (4) one-year Option periods. Task orders will be Firm Fixed Price (FFP).
- B.3 The minimum guarantee for the contract award will be \$10,000.00, which applies to the entire contract term.
- B.4 The contract ceiling amount for all years is not to exceed \$95,000,000.00.
- B.5 The schedule of negotiated unit prices, hourly rates, and factors applicable to individual task orders are below. The agreed-to fully burdened labor hourly rates for inspection and repair services are applicable to task order hours estimated to be provided by the prime contractor and/or subcontractor(s).

N39430-15-R-1604 Negotiated Prices, Rates and Factors FOR CLIN 0001 - BASE YEAR.

ELIN	Description	U/Price
The follow	ving line items are to be used for issuance of task order for <b>Port Hueneme</b> , CA	
A001	Oil Analysis & Report	EA
	des drawing samples, performing oil and fluid analysis, generating and provid	
A003	Inspection and Repair	
	ring labor categories will be used to order the number of hours required to insp	pect the equipment
and make	the necessary repairs.	
A003AA	Journeyman Level Technicians-Motor Vehicle Mechanic	HR
A003AB	Electrician, Automotive	HR
A003AC	Power Prod Gen Mechanic	HR
A003AD	Motor Vehicle Mechanic Apprentice	HR
A003AE	Body Repair and Paint	HR
A003AF	Hydraulic Sys Repair Spec	HR
A003AG	Transmission Repair Specialist	HR
A003AH	Truck Driver, MED	HR
A003AJ	Heavy Equipment Mechanic	HR
A003AK	Welder Combination, Maintenance and Repair	HR
A003AL	Automotive Glass Installer	HR
A003AM	Forklift Operator	HR
A003AN	Forklift Mechanic	HR
A003AP	Fuel System Specialist	HR
A003AQ	Upholsterer	HR
A003AR	Air Cond/Refrig Mechanic	HR
A003AS	Certified ISO Inspector	HR
The follow	ring line items are to be used for issuance of task order for <b>Gulf Port, MS.</b>	<u>'</u>
A006	Oil Analysis & Report	EA
Price inclu	ides drawing samples, performing oil and fluid analysis, generating and provid	ing the report.
A008	Inspection and Repair	
	ring labor categories will be used to order the number of hours required to instathe necessary repairs.	pect the equipment
A008AA	Journeyman Level Technicians-Motor Vehicle Mechanic	HR
A008AB		
AUUUAD	Electrician, Automotive	HR
	Electrician, Automotive Power Prod Gen Mechanic	HR HR
A008AC	Power Prod Gen Mechanic	HR
	Power Prod Gen Mechanic Motor Vehicle Mechanic Apprentice	<del> </del>
A008AC A008AD A008AE	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint	HR HR HR
A008AC A008AD	Power Prod Gen Mechanic Motor Vehicle Mechanic Apprentice	HR HR HR HR
A008AC A008AD A008AE A008AF	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec	HR HR HR
A008AC A008AD A008AE A008AF A008AG	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist	HR HR HR HR
A008AC A008AD A008AE A008AF A008AG	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED	HR HR HR HR HR
A008AC A008AD A008AE A008AF A008AG A008AH A008AJ	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED  Heavy Equipment Mechanic	HR HR HR HR HR HR
A008AC A008AD A008AE A008AF A008AG A008AH A008AJ A008AK	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED  Heavy Equipment Mechanic  Welder Combination, Maintenance and Repair  Automotive Glass Installer	HR HR HR HR HR HR HR HR
A008AC A008AD A008AE A008AF A008AG A008AH A008AJ A008AK A008AL	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED  Heavy Equipment Mechanic  Welder Combination, Maintenance and Repair	HR HR HR HR HR HR HR HR HR
A008AC A008AD A008AE A008AF A008AG A008AH A008AJ A008AK A008AL A008AM A008AN	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED  Heavy Equipment Mechanic  Welder Combination, Maintenance and Repair  Automotive Glass Installer  Forklift Operator  Forklift Mechanic	HR
A008AC A008AD A008AE A008AF A008AG A008AH A008AJ A008AK A008AL A008AM	Power Prod Gen Mechanic  Motor Vehicle Mechanic Apprentice  Body Repair and Paint  Hydraulic Sys Repair Spec  Transmission Repair Specialist  Truck Driver, MED  Heavy Equipment Mechanic  Welder Combination, Maintenance and Repair  Automotive Glass Installer  Forklift Operator	HR

Ľ	1000110	Certified ISO Inspector	HR	
		Maximum Profit Factor	%	

N39430-1	5-R-1604 Negotiated Prices, Rates and Factors FOR CLIN 0002 - OPTIO	N 1.	
ELIN	Description	U/Price	
The follow	ving line items are to be used for issuance of task order for <b>Port Hueneme, CA</b>	<u>.                                    </u>	
B001	Oil Analysis & Report	EA	1
Price inclu	ides drawing samples, performing oil and fluid analysis, generating and providi	ng the report.	
B003	Inspection and Repair		
The follow	ving labor categories will be used to order the number of hours required to insp	ect the equipmen	nt
and make	the necessary repairs.		
B003AA	Journeyman Level Technicians-Motor Vehicle Mechanic	HR	₹
B003AB	Electrician, Automotive	HR	₹
B003AC	Power Prod Gen Mechanic	HR	₹
B003AD	Motor Vehicle Mechanic Apprentice	HR	₹
B003AE	Body Repair and Paint	HR	₹
B003AF	Hydraulic Sys Repair Spec	HR	₹
B003AG	Transmission Repair Specialist	HR	₹
B003AH	Truck Driver, MED	HR	₹
B003AJ	Heavy Equipment Mechanic	HR	₹
B003AK	Welder Combination, Maintenance and Repair	HR	₹
B003AL	Automotive Glass Installer	HR	₹
B003AM	Forklift Operator	HR	₹
B003AN	Forklift Mechanic	HR	₹
B003AP	Fuel System Specialist	HR	₹
B003AQ	Upholsterer	HR	₹
B003AR	Air Cond/Refrig Mechanic	HR	₹
B003AS	Certified ISO Inspector	HR	₹
The follow	ving line items are to be used for issuance of task order for <b>Gulf Port, MS.</b>	<u>'</u>	
B006	Oil Analysis & Report	EA	1
Price inclu	ides drawing samples, performing oil and fluid analysis, generating and providi	ng the report.	
B008	Inspection and Repair		
	ring labor categories will be used to order the number of hours required to insp	ect the equipmen	ıt
and make	the necessary repairs.		
B008AA	Journeyman Level Technicians-Motor Vehicle Mechanic	HR	₹
B008AB	Electrician, Automotive	HR	₹
B008AC	Power Prod Gen Mechanic	HR	₹
B008AD	Motor Vehicle Mechanic Apprentice	HR	₹
B008AE	Body Repair and Paint	HR	₹
B008AF	Hydraulic Sys Repair Spec	HR	₹
B008AG	Transmission Repair Specialist	HR	₹
B008AH	Truck Driver, MED	HR	₹
B008AJ	Heavy Equipment Mechanic	HR	₹
B008AK	Welder Combination, Maintenance and Repair	HR	₹
B008AL	Automotive Glass Installer	HR	
B008AM	Forklift Operator	HR	

	Maximum Profit Factor	%
B008AS	Certified ISO Inspector	HR
B008AR	Air Cond/Refrig Mechanic	HR
B008AQ	Upholsterer	HR
B008AP	Fuel System Specialist	HR
B008AN	Forklift Mechanic	HR

N39430-15	5-R-1604 Negotiated Prices, Rates and Factors FOR CLIN 0003 - OPTIO	N 2.	
ELIN	Description	U/Price	
The follow	ing line items are to be used for issuance of task order for <b>Port Hueneme, CA</b>	<u>\.</u>	
C001	Oil Analysis & Report		EA
Price inclu	des drawing samples, performing oil and fluid analysis, generating and providi	ing the report	•
C003	Inspection and Repair		
	ing labor categories will be used to order the number of hours required to insp he necessary repairs.	ect the equip	ment
C003AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
C003AB	Electrician, Automotive		HR
C003AC	Power Prod Gen Mechanic		HR
C003AD	Motor Vehicle Mechanic Apprentice		HR
C003AE	Body Repair and Paint		HR
C003AF	Hydraulic Sys Repair Spec		HR
C003AG	Transmission Repair Specialist		HR
C003AH	Truck Driver, MED		HR
C003AJ	Heavy Equipment Mechanic		HR
C003AK	Welder Combination, Maintenance and Repair		HR
C003AL	Automotive Glass Installer		HR
C003AM	Forklift Operator		HR
C003AN	Forklift Mechanic		HR
C003AP	Fuel System Specialist		HR
C003AQ	Upholsterer		HR
C003AR	Air Cond/Refrig Mechanic		HR
C003AS	Certified ISO Inspector		HR
The follow	ing line items are to be used for issuance of task order for Gulf Port, MS.		
C006	Oil Analysis & Report		EA
Price inclu	des drawing samples, performing oil and fluid analysis, generating and providi	ing the report	
C008	Inspection and Repair		
	ing labor categories will be used to order the number of hours required to insp	ect the equip	ment
and make t	he necessary repairs.		
C008AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
C008AB	Electrician, Automotive		HR
C008AC	Power Prod Gen Mechanic		HR
C008AD	Motor Vehicle Mechanic Apprentice		HR
C008AE	Body Repair and Paint		HR
C008AF	Hydraulic Sys Repair Spec		HR
C008AG	Transmission Repair Specialist		HR
C008AH	Truck Driver, MED	1	HR

C008AJ	Heavy Equipment Mechanic	HR
C008AK	Welder Combination, Maintenance and Repair	HR
C008AL	Automotive Glass Installer	HR
C008AM	Forklift Operator	HR
C008AN	Forklift Mechanic	HR
C008AP	Fuel System Specialist	HR
C008AQ	Upholsterer	HR
C008AR	Air Cond/Refrig Mechanic	HR
C008AS	Certified ISO Inspector	HR
	Maximum Profit Factor	%

Price includes drawing samples, performing oil and fluid analysis, generating and providing the report.    D003   Inspection and Repair	N39430-1	5-R-1604 Negotiated Prices, Rates and Factors FOR CLIN 0004 - OPTIO	N 3.	
Dil Analysis & Report   E.	ELIN	Description	U/Price	
Price includes drawing samples, performing oil and fluid analysis, generating and providing the report.    D003   Inspection and Repair	The follow	ving line items are to be used for issuance of task order for <b>Port Hueneme</b> , CA	<u></u>	
D003   Inspection and Repair   The following labor categories will be used to order the number of hours required to inspect the equipme and make the necessary repairs.    D003AA   Journeyman Level Technicians-Motor Vehicle Mechanic	D001	Oil Analysis & Report		EA
The following labor categories will be used to order the number of hours required to inspect the equipme and make the necessary repairs.  D003AA Journeyman Level Technicians-Motor Vehicle Mechanic HD003AB Electrician, Automotive HD003AC Power Prod Gen Mechanic HD003AD Motor Vehicle Mechanic Apprentice HD003AE Body Repair and Paint HD003AF Hydraulic Sys Repair Spec HD003AG Transmission Repair Specialist HD003AH Truck Driver, MED HD003AJ Heavy Equipment Mechanic HD003AJ Heavy Equipment Mechanic HD003AL Automotive Glass Installer HD003AL Automotive Glass Installer HD003AN Forklift Operator HD003AN Forklift Mechanic HD003AP Fuel System Specialist HD003AQ Upholsterer HD003AR Air Cond/Refrig Mechanic HD003AR Air Cond/Refrig Mechanic HD003AS Certified ISO Inspector HT Gulfer MS.	Price inclu	ides drawing samples, performing oil and fluid analysis, generating and providi	ng the repor	t.
and make the necessary repairs.  D003AA Journeyman Level Technicians-Motor Vehicle Mechanic  HD003AB Electrician, Automotive  Power Prod Gen Mechanic  HD003AC Power Prod Gen Mechanic  HD003AD Motor Vehicle Mechanic Apprentice  HD003AE Body Repair and Paint  HD003AF Hydraulic Sys Repair Spec  HD003AG Transmission Repair Specialist  HD003AH Truck Driver, MED  HD003AJ Heavy Equipment Mechanic  HD003AK Welder Combination, Maintenance and Repair  HD003AL Automotive Glass Installer  HD003AN Forklift Operator  HD003AN Forklift Mechanic  HD003AP Fuel System Specialist  HD003AQ Upholsterer  HD003AR Air Cond/Refrig Mechanic  HD003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003	Inspection and Repair		
D003AA Journeyman Level Technicians-Motor Vehicle Mechanic  D003AB Electrician, Automotive  HD003AC Power Prod Gen Mechanic  HD003AD Motor Vehicle Mechanic Apprentice  HD003AE Body Repair and Paint  HD003AF Hydraulic Sys Repair Spec  HD003AG Transmission Repair Specialist  HD003AH Truck Driver, MED  HD003AJ Heavy Equipment Mechanic  HD003AK Welder Combination, Maintenance and Repair  HD003AL Automotive Glass Installer  HD003AN Forklift Operator  HD003AN Forklift Operator  HD003AP Fuel System Specialist  HD003AQ Upholsterer  HD003AR Air Cond/Refrig Mechanic  HD003AR Air Cond/Refrig Mechanic  HD003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.			ect the equip	ment
D003AB Electrician, Automotive H D003AC Power Prod Gen Mechanic H D003AD Motor Vehicle Mechanic Apprentice H D003AE Body Repair and Paint H D003AF Hydraulic Sys Repair Spec H D003AG Transmission Repair Specialist H D003AH Truck Driver, MED H D003AJ Heavy Equipment Mechanic H D003AK Welder Combination, Maintenance and Repair H D003AL Automotive Glass Installer H D003AN Forklift Operator H D003AN Forklift Mechanic H D003AP Fuel System Specialist H D003AQ Upholsterer H D003AR Air Cond/Refrig Mechanic H D003AS Certified ISO Inspector H The following line items are to be used for issuance of task order for Gulf Port, MS.	and make	the necessary repairs.		
D003AC Power Prod Gen Mechanic  D003AD Motor Vehicle Mechanic Apprentice  HD003AE Body Repair and Paint  HD003AF Hydraulic Sys Repair Spec  HD003AG Transmission Repair Specialist  HD003AH Truck Driver, MED  HD003AJ Heavy Equipment Mechanic  HD003AK Welder Combination, Maintenance and Repair  HD003AL Automotive Glass Installer  HD003AM Forklift Operator  HD003AN Forklift Mechanic  HD003AP Fuel System Specialist  HD003AQ Upholsterer  HD003AR Air Cond/Refrig Mechanic  HD003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
D003AD Motor Vehicle Mechanic Apprentice  Body Repair and Paint  D003AF Body Repair and Paint  HD003AF Hydraulic Sys Repair Spec  HD003AG Transmission Repair Specialist  HD003AH Truck Driver, MED  D003AJ Heavy Equipment Mechanic  HD003AK Welder Combination, Maintenance and Repair  D003AL Automotive Glass Installer  HD003AM Forklift Operator  HD003AN Forklift Mechanic  HD003AP Fuel System Specialist  HD003AQ Upholsterer  HD003AR Air Cond/Refrig Mechanic  HD003AS Certified ISO Inspector  HCD003AS Certified Iso Inspector	D003AB	Electrician, Automotive		HR
D003AE Body Repair and Paint  D003AF Hydraulic Sys Repair Spec  H  D003AG Transmission Repair Specialist  D003AH Truck Driver, MED  H  D003AJ Heavy Equipment Mechanic  H  D003AK Welder Combination, Maintenance and Repair  H  D003AL Automotive Glass Installer  H  D003AM Forklift Operator  H  D003AN Forklift Mechanic  H  D003AP Fuel System Specialist  H  D003AQ Upholsterer  H  D003AR Air Cond/Refrig Mechanic  H  D003AS Certified ISO Inspector  H  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AC	Power Prod Gen Mechanic		HR
D003AF Hydraulic Sys Repair Spec  D003AG Transmission Repair Specialist  HD003AH Truck Driver, MED  D003AJ Heavy Equipment Mechanic  HD003AK Welder Combination, Maintenance and Repair  HD003AL Automotive Glass Installer  HD003AM Forklift Operator  HD003AN Forklift Mechanic  HCD003AP Fuel System Specialist  HCD003AQ Upholsterer  HCD003AR Air Cond/Refrig Mechanic  HCD003AS Certified ISO Inspector	D003AD	Motor Vehicle Mechanic Apprentice		HR
D003AG Transmission Repair Specialist  D003AH Truck Driver, MED  D003AJ Heavy Equipment Mechanic  D003AK Welder Combination, Maintenance and Repair  D003AL Automotive Glass Installer  HD003AM Forklift Operator  HD003AN Forklift Mechanic  D003AP Fuel System Specialist  HD003AQ Upholsterer  HD003AR Air Cond/Refrig Mechanic  HD003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AE	Body Repair and Paint		HR
D003AH Truck Driver, MED  D003AJ Heavy Equipment Mechanic  D003AK Welder Combination, Maintenance and Repair  D003AL Automotive Glass Installer  HD003AM Forklift Operator  D003AN Forklift Mechanic  HCD003AP Fuel System Specialist  HCD003AQ Upholsterer  D003AR Air Cond/Refrig Mechanic  HCD003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AF	Hydraulic Sys Repair Spec		HR
D003AJ Heavy Equipment Mechanic  D003AK Welder Combination, Maintenance and Repair  H D003AL Automotive Glass Installer  H D003AM Forklift Operator  H D003AN Forklift Mechanic  H D003AP Fuel System Specialist  H D003AQ Upholsterer  H D003AR Air Cond/Refrig Mechanic  H D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AG	Transmission Repair Specialist		HR
D003AK Welder Combination, Maintenance and Repair  D003AL Automotive Glass Installer  H D003AM Forklift Operator  H D003AN Forklift Mechanic  H D003AP Fuel System Specialist  H D003AQ Upholsterer  H D003AR Air Cond/Refrig Mechanic  H D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AH	Truck Driver, MED		HR
D003AL Automotive Glass Installer  D003AM Forklift Operator  H  D003AN Forklift Mechanic  H  D003AP Fuel System Specialist  H  D003AQ Upholsterer  H  D003AR Air Cond/Refrig Mechanic  H  D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AJ	Heavy Equipment Mechanic		HR
D003AM Forklift Operator  D003AN Forklift Mechanic  H D003AP Fuel System Specialist  H D003AQ Upholsterer  H D003AR Air Cond/Refrig Mechanic  H D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AK	Welder Combination, Maintenance and Repair		HR
D003AN Forklift Mechanic  D003AP Fuel System Specialist  H D003AQ Upholsterer  D003AR Air Cond/Refrig Mechanic  H D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AL	Automotive Glass Installer		HR
D003AP Fuel System Specialist  D003AQ Upholsterer  D003AR Air Cond/Refrig Mechanic  H  D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AM	Forklift Operator		HR
D003AQ Upholsterer  D003AR Air Cond/Refrig Mechanic  D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AN	Forklift Mechanic		HR
D003AR Air Cond/Refrig Mechanic H D003AS Certified ISO Inspector H The following line items are to be used for issuance of task order for Gulf Port, MS.	D003AP	Fuel System Specialist		HR
D003AS Certified ISO Inspector  The following line items are to be used for issuance of task order for <b>Gulf Port, MS.</b>	D003AQ			HR
The following line items are to be used for issuance of task order for <b>Gulf Port, MS.</b>	D003AR	Air Cond/Refrig Mechanic		HR
	D003AS	Certified ISO Inspector		HR
D006 Oil Analysis & Report	The follow			
v *	D006	Oil Analysis & Report		EA
Price includes drawing samples, performing oil and fluid analysis, generating and providing the report.	Price inclu	des drawing samples, performing oil and fluid analysis, generating and providi	ng the repor	t.
D008 Inspection and Repair	D008	Inspection and Repair		
The following labor categories will be used to order the number of hours required to inspect the equipme			ect the equip	ment
and make the necessary repairs.	and make	the necessary repairs.		
D008AA Journeyman Level Technicians-Motor Vehicle Mechanic	D008AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
D008AB Electrician, Automotive	D008AB	Electrician, Automotive		HR
D008AC Power Prod Gen Mechanic H	D008AC	Power Prod Gen Mechanic		HR
D008AD Motor Vehicle Mechanic Apprentice	D008AD	Motor Vehicle Mechanic Apprentice		HR
D008AE Body Repair and Paint H	D008AE	Body Repair and Paint		HR

D008AF	Hydraulic Sys Repair Spec	HR
D008AG	Transmission Repair Specialist	HR
D008AH	Truck Driver, MED	HR
D008AJ	Heavy Equipment Mechanic	HR
D008AK	Welder Combination, Maintenance and Repair	HR
D008AL	Automotive Glass Installer	HR
D008AM	Forklift Operator	HR
D008AN	Forklift Mechanic	HR
D008AP	Fuel System Specialist	HR
D008AQ	Upholsterer	HR
D008AR	Air Cond/Refrig Mechanic	HR
D008AS	Certified ISO Inspector	HR
	Maximum Profit Factor	%

	5-R-1604 Negotiated Prices, Rates and Factors FOR CLIN 0005 - OPTIC		
ELIN	Description	U/Price	
	ving line items are to be used for issuance of task order for <b>Port Hueneme</b> , C.	<u>A.</u>	
E001	Oil Analysis & Report		EA
	ides drawing samples, performing oil and fluid analysis, generating and provide	ling the repo	rt.
E003	Inspection and Repair		
	ving labor categories will be used to order the number of hours required to inst the necessary repairs.	pect the equi	pment
E003AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
E003AB	Electrician, Automotive		HR
E003AC	Power Prod Gen Mechanic		HR
E003AD	Motor Vehicle Mechanic Apprentice		HR
E003AE	Body Repair and Paint		HR
E003AF	Hydraulic Sys Repair Spec		HR
E003AG	Transmission Repair Specialist		HR
E003AH	Truck Driver, MED		HR
E003AJ	Heavy Equipment Mechanic		HR
E003AK	Welder Combination, Maintenance and Repair		HR
E003AL	Automotive Glass Installer		HR
E003AM	Forklift Operator		HR
E003AN	Forklift Mechanic		HR
E003AP	Fuel System Specialist		HR
E003AQ	Upholsterer		HR
E003AR	Air Cond/Refrig Mechanic		HR
E003AS	Certified ISO Inspector		HR
The follow	ving line items are to be used for issuance of task order for Gulf Port, MS.		
E006	Oil Analysis & Report		EA
Price inclu	ides drawing samples, performing oil and fluid analysis, generating and provide	ling the repo	rt.
E008	Inspection and Repair		
	ving labor categories will be used to order the number of hours required to inst the necessary repairs.	pect the equi	pment
E008AA	Journeyman Level Technicians-Motor Vehicle Mechanic		HR
E008AB	Electrician, Automotive		HR

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E008AC	Power Prod Gen Mechanic	HR
E008AD	Motor Vehicle Mechanic Apprentice	HR
E008AE	Body Repair and Paint	HR
E008AF	Hydraulic Sys Repair Spec	HR
E008AG	Transmission Repair Specialist	HR
E008AH	Truck Driver, MED	HR
E008AJ	Heavy Equipment Mechanic	HR
E008AK	Welder Combination, Maintenance and Repair	HR
E008AL	Automotive Glass Installer	HR
E008AM	Forklift Operator	HR
E008AN	Forklift Mechanic	HR
E008AP	Fuel System Specialist	HR
E008AQ	Upholsterer	HR
E008AR	Air Cond/Refrig Mechanic	HR
E008AS	Certified ISO Inspector	HR
	Maximum Profit Factor	%

# Section C - Descriptions and Specifications

#### PERFORMANCE WORK STATEMENT

#### C.1.0 INTRODUCTION

The Naval Facilities Engineering Command (NAVFAC) Expeditionary Program Office (NEPO) has designated NAVFAC Engineering and Expeditionary Warfare Center (EXWC) to Reconstitute the Force (RTF), manage and provide oversight of overhaul, repair and logistics management of Civil Engineer Support Equipment (CESE) and Civil Engineer End Items (CEEI) under the CESE/CEEI Life Extension Program (CLEP). The RTF/ CLEP provides support for Naval Expeditionary automotive vehicles, construction equipment (motorized and non-motorized), special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, mineral products and plant facility equipment, ISO shipping container assets, power production and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft.

NEPO is responsible for equipping, mobilizing, and sustaining the Naval Construction and Expeditionary forces with CESE and CEEI with the support of NAVFAC EXWC. NEPO must ensure a ready fleet of CESE and CEEI is maintained and available to support the Navy, and other Department of Defense (DOD) components worldwide. Inspection, overhaul, repair, refurbishment, preventive maintenance and logistics management information services work shall be performed at the Contractor's facilities, except when servicing can be accomplished immediately where the equipment is located or when the equipment cannot be moved. The Contractor's repair facilities shall be within 175 miles of the NAVFAC EXWC facilities located at Naval Base Ventura County, Port Hueneme, California and Naval Construction Battalion Center, Gulfport, Mississippi.

The purpose of this contract is to obtain inspection, overhaul, repair, refurbishment, preventive maintenance, and logistics management information services for:

- I. Automotive Vehicles
- II. Construction Equipment (Motorized and Non-Motorized)
- III. Special Military Construction and Commercial Support Equipment
- IV. Material and Weight Handling Equipment
- V. Water well Drilling Equipment
- VI. Mineral Products Equipment and Plant Facilities
- VII. International Standard Organization (ISO) Shipping Containers
- VIII. Power Production and Environmental Control Units
- IX. Fire and Emergency Response Vehicles
- X. Small Boats and Watercraft

The tasks will fall under one or more of the following categories:

- I. Inspection Services
- II. Overhaul, Repair, Refurbishment and Preventive Maintenance Services
- III. Logistic Management Information and Services (LMIS)

The Contractor shall be in compliance with applicable Military, Federal, and Commercial standards In order to perform these tasks. In addition, the Contractor shall be in compliance with applicable NAVFAC Publications and International Mandatory Compliance References in Section C.3 of this contract when providing Inspection and Repair identified in Section C.4 Scope of this contract.

The Contractor shall have Original Equipment Manufacturer (OEM) certified technicians performing repairs on respective equipment; for example, Caterpillar certified technicians to perform work on Caterpillar equipment, Allison certified technicians to perform work on Allison equipment, etc.

Various Task Orders (TO) will be awarded under this contract.

#### Each TO will have:

- I. Performance Work Statement (PWS) stating each task and subtask, performance objectives, performance standards, acceptable quality levels, incentives and remedies, mandatory specifications, directions, and reporting requirements. Occasionally, Statement of Objectives (SOOs) will be used in place of PWS when the government grants the Contractor maximum flexibility in proposing innovative solutions.
- II. Quality Assurance Surveillance Plan (QASP). The Government will use the QASP to survey the contractor's quality of performance. An example of the QASP has been provided as Attachment 1 of this PWS.

#### C.2.0 BACKGROUND

During the past five years, NAVFAC EXWC Expeditionary Department, in support of NEPO's requirement, had an RTF/CLEP, Indefinite Delivery, Indefinite Quantity (IDIQ) contract with firm fixed price (FFP) task orders under PC Mechanical Inc. contract, contract number N62583-09-D-0003. The Contract was for similar equipment inspection, overhaul, repair, refurbishment, preventive maintenance and logistics management information services described in Section C.1.0 of this contract.

#### C.2.1 Contract Nature and Task

The examples below are provided for illustrative purposes only to show the possible nature and types of work for this contract. It reflects the type of work performed on the previous contract but it does not, however, predict the type or relative make up of task orders and types of work that will be awarded on this contract.

#### C.2.1.1 Inspection Services

- a. Diagnostic Services
- b. Oil and Fluid Analysis
- c. Oil and Fluid Analysis Report
- d. Welding
- e. Non-Destructive Test (NDT)
- f. Non-Destructive Test on Hook blocks
- g. High Voltage Leakage Test

#### C.2.1.2 Overhaul, Repair, Refurbishment and Preventive Maintenance Services

- a. Repair Parts
- b. Original Equipment Manufacturer
- c. After Market equivalents, rebuilt, or used suitable substitutes
- d. Replacement of Tires
- e. Fuel and Oil Treatment
- f. Painting and Identification marking

#### C.2.1.3 Logistic Management Information and Service (LMIS)

- a. Engineering Data for Provisioning
- b. Manufacturer's Commercial Manuals
- c. Design Change Notices

#### C.3.0 MANDATORY COMPLIANCE REFERENCE

The Contractor shall adhere to the following documents. Unless otherwise specified, the effective dates of all referenced documents shall be the dates referenced in the Defense Index of Specifications and Standards (DODISS) in effect at the time of solicitations issuance.

#### I. Military:

 MIL-HDBK-138B Container Inspection Handbook for Commercial and Military Intermodal Containers, January 2002

Copies of the above document are available from the Defense Automated Printing Service, Standardization Documents Order Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 or via their website: <a href="http://dodsp.daps.dla.mil">http://dodsp.daps.dla.mil</a>.

#### II. Federal:

 Defense Transportation Regulation (DTR), Department of Defense (DOD) Regulation 4500.9-R, Part VI, June 2002

Copies of the above document are available from the U.S. Department of Commerce, National Technical Information Services, 5285 Port Royal, Springfield, VA 22161 or via their website: <a href="http://public.transcom.mil">http://public.transcom.mil</a>.

• Occupational Safety & Health Administration (OSHA)

Copies of the above laws and regulations are available from Occupational Safety & Health Administration, 200 Constitution Avenue, NW, Washington, DC 20210 or via website: <a href="http://www.osha.gov/">http://www.osha.gov/</a>

• Mine Safety and Health Administration (MSHA)

Copies of the above laws and regulations are available from Mine Safety and Health Administration (MSHA), 1100 Wilson Boulevard, 21st Floor, Arlington, VA 22209-3939 or via website: <a href="http://www.msha.gov/">http://www.msha.gov/</a>

#### III. Naval Facilities Engineering Command (NAVFAC) Publications:

- NAVFAC P-307 Management of Weight Handling Equipment Maintenance and Certification, June 2003
- NAVFAC P-300 Management of Civil Engineering Support Equipment, Sept 2003
- NAVFAC P-434 Management and Operations Manual for Construction Equipment Departments, April 1982

# **Boats and Small Craft**

- S9086-TX-STM-010/CH-583V1R5. Naval Ships" Technical Manual, Chapter 583, Volume 1,
- NAVSEA INSTRUCTION 4280.2C, Master Agreement for Repair and Alteration of Vessels, MASTER Agreement for: Boat Repair (ABR) Eligibility Requirements.

## IV. Commercial

- American Welding Society (AWS)
  - American Welding Society D1.1 Structural Welding Code Steel
  - American Welding Society D1.6 Structural Welding Code Stainless
  - American Welding Society D1.2 Structural Welding Code Aluminum
- American National Standard Institute (ANSI)
  - ANSI/SIA A92.2-2001 American National Standard for Vehicle-Mounted Elevating and Rotating Devices
  - ANSI C37.13 Low-Voltage AC Power Circuit Breakers Used in Enclosures
  - ANSI C37.20 Metal-Enclosed Low Voltage Power Circuit Breaker Switchgear Assemblies
  - ANSI C37.90 Relays and Relay Systems Associated with Electric Power Apparatus
  - ANSI C39.1 Requirements for Electrical Analog Indicating Instruments
  - ANSI C57.13 Requirements for Instrument Transformers
- National Fire Protection Association (NFPA) 1912

# V. <u>International</u>

• International Convention for Safe Containers (CSC), Adopted 1972

Copies of the above noted document may be obtained from the International Maritime Organization's website at <a href="http://www.imo.org/home.asp">http://www.imo.org/home.asp</a>.

#### C.4.0 SCOPE

The purpose of this contract is to obtain support for NAVFAC EXWC in the management of CLEP to obtain inspection; overhaul; repair; refurbishment; preventive maintenance; and LMIS services for automotive vehicles, construction equipment (motorized and non-motorized), special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, mineral products and plant facility equipment, ISO shipping container assets, power production and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft to support the Navy and other DOD components worldwide. Attachment 2 of this PWS is a list of Table of Allowance (TOA) equipment that could be expected to be inspected, overhauled, repaired, refurbished, maintained, and to be provided with LMIS services under this contract.

#### **C.4.1** Inspection Services

The process will begin with the release of a task order (TO) for inspection. The Contractor shall evaluate and upon concurrence with the Contracting Officer's Representative (COR) arrange for transportation of the equipment to the Contractor's work facility for evaluation within five (5) business days or as specified in the individual task orders.

The Contractor shall perform the necessary inspection, diagnostic tests, and/or tear-down required to establish the needed work to be performed. The Contractor shall include the cost of repair and recommend repair options in the Contractor's Price Proposal to the Government within fifteen (15) business days of receipt of the equipment or as specified in the individual TOs. The proposal for materials and services shall include, a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Contractor must offer their best price offered to government customers including any discounts, rebates, preferred customers and the terms and conditions associated in them. Below is a list of inspections compliance that the Contractor shall adhere to when performing equipment inspections.

#### C.4.1.1 Inspection Services must comply with the following:

- Automotive Vehicles must comply with NAVFAC P-300, Appendices K. and NAVFAC P-434.
- Motorized and Non-Motorized Construction Equipment, Special Military and Commercial Support Equipment, and Mineral Products Equipment and Plant Facilities shall be in compliance with Mine Safety and Health Administration (MSHA) Regulations, NAVFAC P-300, Appendices L, NAVFAC P-434.
- Material and Weight handling equipment shall be in compliance with Occupational Safety & Health Administration (OSHA) regulations, NAVFAC P-307 and NAVFAC P-434.
- ISO Inspection must comply with Convention for Safe Containers (CSC)/46 U.S.C. app 1503 and 49 CFR.
- Power Production and Environmental Control equipment Inspection shall comply with Applicable Original Equipment Manufacturer (OEM) Manual Specifications.
- Extendible and Articulating Aerial Devices: The Contractor shall perform all tests, inspections and maintenance on Extendible and Articulating Boom Aerial Devices in accordance with ANSI/SIA A92.2-2001.
- All welders and welding operators performing manual, semi-automatic or automatic welding shall be certified as a Certified Welder by AWS.
- Welding Inspection and testing of welds shall be performed by certified welding inspectors as specified in AWS-D1.1, D1.6, and D1.2 as applicable. All welding shall be subject to normal continuous visual inspection by the contractor. All welding on the boom and mast structures of weight and material handling

- equipment will be subject to nondestructive tests by the contractor. Nondestructive test shall be performed by AWS Nondestructive Examination certified personnel and inspected by AWS Senior Certified Welding Inspectors. Failure of welds to conform to OEM requirements and NAVFAC Specifications shall be cause for rejection.
- Fire, Hazmat, and Emergency Response Vehicles, Must Comply with; NFPA 1912, Inspection Directive. To include: Upgrade of all major components or systems with components and systems that comply with the applicable standards in effect at the time the Original apparatus was manufactured.
- Boats and Small Craft, must comply with; S9086-TX-STM-010/CH-583V1R5. Naval Ships" Technical Manual, Chapter 583, Volume 1, and NAVSEA INSTRUCTION 4280.2C, Master Agreement for Repair and Alteration of Vessels, MASTER Agreement for: Boat Repair (ABR) Eligibility Requirements.

# C.4.1.2 Inspection Services may consist of:

- a. Oil Analysis: At the start of the inspection process, the Contractor shall draw samples and perform oil and fluid analysis for each piece of motorized equipment to detect and identify excess metal particles, acids, corrosives, dirt, water and any other foreign matter. An example of an oil/fluid analysis report has been provided in Attachment 3 of this PWS.
- b. Oil Analysis Report: The Contractor shall provide a copy of the analysis reports as part of the Contractor's Price Proposal as specified in individual task orders. An example of an oil/fluid analysis report has been provided in Attachment 3of this PWS.
- c. Material and Weight Handling Equipment (Forklifts and Cranes): Upon completion of repair and in accordance with OSHA regulations and the requirements of NAVFAC P-307, the Contractor shall perform load test and condition inspections on all material and weight handling equipment. The Contractor shall complete and forward the following P-307 inspection reports electronically:
  - (1) Certification of Load Test and Condition Inspection
  - (2) Certification of Load Test and Condition Inspection (Supplemental for Mobile Crane Tests)
  - (3) Crane Condition Inspection Record
  - (4) Maintenance Inspection Specification and Record
  - (5) Maintenance Inspection Specification and Record, Crane.
- d. Welding Inspection Reports: The Contractor shall provide, as required in individual task orders, weld inspection reports by certified welding inspectors. Said reports shall be delivered via email.
- e. Extendible and Articulating Aerial Devices: The Contractor shall provide inspection certification, in accordance with ANSI/SIA A92.2-2001.
- f. International Standard Organization (ISO) Containers: The Contractor shall ensure that all ISO Containers maintenance, repair, inspection, and certification on ISO Shipping Containers are performed by personnel with a Convention for Safe Containers (CSC) Re-Inspection certification. Initial evidence of employee CSC Re-inspection certifications shall be submitted to the Contracting Officer with the Contractor's proposal.
- g. ISO Initial Re-inspection Training certification shall be accomplished through the U.S. Army Defense Ammunition Center (ADAC) in a classroom environment. Once certified, container inspectors shall be recertified every 48 months. Re-certification training may be accomplished by utilizing a self-paced ADAC computer based CD-ROM training program vice attending a class. Information on class timeframes and locations or for a copy of the ADAC computer based CD-ROM may be obtained by calling (918) 420-8967 or (918) 420-8845. Evidence of inspector ADAC re-certifications shall be submitted to the Contracting Officer within five (5) business days of receipt.
- h. Fire Trucks, Hazmat and Emergency Response Vehicles. The Contractor shall Certify that All Fire Fighting, Hazmat, and Rescue Systems; Water, Foam PKP, Ariel, Lighting, Sirens & Horns, have been Tested IAW NFPA1912. And will be Actually Re- Test with Fluid and Foam during Final Acceptance Inspection by U.S. Navy to Ensure Complete Operational Capability.

#### C.4.2 Overhaul, Repair, Refurbishment and Preventive Maintenance Services

The Contractor shall submit to the Contracting Officer a proposal for repair service. The Contracting Officer shall review and upon negotiation prepare a modification (mod) to the TO. Upon award of TO mod, the contractor shall repair and/or restore each piece of equipment to such condition, that it performs all its intended functions as designated in the OEM's operational and technical manuals.

The Contractor shall not alter any system or components without written prior approval from the Contracting Officer.

The Contractor shall remove damaged, defective, or deteriorated materials or parts and install new materials or parts as specified in individual task orders. Repairs may consist of overhaul, major and minor repair, preventive maintenance, "Fabrication", Duplication and re-manufacturing of obsolete parts and equipment. The Contractor shall verify weld quality and workmanship using AWS Certified Welding Inspectors trained to perform these inspection functions.

# C.4.2.1 Overhaul, Repair, Refurbishment and Preventive Maintenance Services may consist of:

- a. Repair Parts: All material and repair parts shall be new unless specified otherwise in the individual task orders. The Contractor shall use only OEM repair parts and materials. After market equivalents, rebuilt, or used parts may be used when authorized in the individual task orders.
- b. Tires: Government will provide tires to Contractor as Government Furnished Materials (GFM) but may also require Contractor to procure & provide tires. The Government will dispose of old tires and inner tubes removed from equipment.
- c. Disposal: The Contractor shall dispose of fuels, oils, and used parts.
- d. Fuel and Oil Treatment: The Contractor shall treat fuel and oil reservoirs for each piece of motorized equipment to ensure that vehicles do not experience downtime due to rust or algae. The treatment shall be applied in accordance with the product manufacturer's specifications. The contractor is responsible for ensuring that the rust/algae inhibitor does not damage any vehicle part or component.
- e. NAVFAC EXWC CESE currently uses Hydrotex Essentialube to meet this requirement. The use of alternative rust/algae fuel and oil treatment additives is acceptable but must be compatible with Hydrotex Essentialube and is equivalent or better than the salient characteristics specified in Attachment 4 of this PWS.
- f. Painting Requirements: The Contractor shall comply with NAVFAC P-300, Section 2 for painting requirements and Attachment 5 of this PWS.
- g. The Contractor Will Comply with Specific Painting Requirements Provided by NAVFAC EXWC, in each Performance Work Statement (PWS), in regards to: Thickness of Paint Application in millimeters, and Type of Paint to be used in the Base and Finish Coats.
- h. ISO Shipping Container Certification: All ISO shipping containers that move in the Defense Transportation System (DTS) must satisfy and be certified to meet Title 49 on the Code of Federal Regulations (CFR), the requirement of the International Convention for Safe Containers (CSC), and CSC/46 U.S.C. App. 1503 standards. The Contractor shall ensure that containers satisfy the requirements of MIL-HDBK-138B and Department of Transportation Regulation (DTR) DOD regulation 4500-9-R and shall certify the containers in accordance with these references.
- i. ISO Container Repairs: Removal and Replacement of damaged metal material and structural reinforcements Ribs and ISO Lock Pockets through the welding process; Repair doors, locking latches, handles, and door moisture seals; and Sand Blasting and Painting
- j. Preservation, De-preservation, and Surveillance Requirements: The Contractor shall perform Preservation, De-preservation and Surveillance services in accordance with NAVFAC P-434, Appendix A, Chapters 8 and 9, and Appendix F.
- k. Identification Markings: The Contractor shall attach new unit identification markings, safety signs, and decals. Unit identification markings shall be applied using 3-inch Flat Black Spray on lettering/numbering and shall be placed at their original location. All safety and warning decals shall be of marine grade with a UV resistant rating of a minimum of five (5) years, adhesive type and shall be placed at their original location. Any existing stenciled markings on the equipment shall be replaced to mirror the original in size, color, and placement. The Contractor shall re-use data plates, nameplates, and lifting plates where applicable. These plates shall be attached utilizing rivets and shall be placed at their original location. If

- the Contractor finds the date plates, nameplates, and lifting plates to be unusable, the Contractor shall find an alternative plate of equal or greater quality as a direct replacement and request approval from the Contracting Officer to change the plate.
- Item Unique Identification (IUID): The IUID requirement is applicable for the equipment identified in the PWS End Item to include subassemblies, subcomponents, attachments, or collateral equipment with a Value of \$5,000.00 or more. IUID plates shall be constructed of an Aluminum Data Plate or a Stainless steel, laser engraved data plate with the 2D Data Matrix Symbol for IUID compliance, and human readable Text. If no existing nameplate is found, the Contractor shall create a new IUID plate and affix it to the end item and load the IUID information into the IUID register as in compliance with the DFAR 252.211-7003. The 2D Data Matrix Symbol shall be Etched into the IUID Plate. The IUID Plate shall be configured per Attachment 6 of this PWS. If conflict exists between the above and DFAR 252.211-7003 the more stringent shall apply.
- m. FOR INFORMATION ONLY: The Final Comprehensive Aluminum Data Plate (CADP) for the entire Host Machine will be Manufactured and Installed by the Government through their Construction Equipment Department (CED) in Gulfport, MS or Port Hueneme, CA upon receipt of CESE and CEEI from a CLEP Overhaul, Repair, Refurbishment and Preventive Maintenance Process.
- n. Removal of Supplemental Armor: The Contractor may be required to remove Supplemental Armor from various types of Automotive and Construction equipment and re-configure to Original Equipment Manufacturer (OEM) standards and specifications including section or parts of following areas, i.e. firewalls, floors, cab interior and exterior, doors, hardware, glass, mirrors and brackets. All repairs shall be performed in quality manner to insure proper form, fit and function. All units that are capable of retaining original equipment or add-on Air Conditioning system shall be fully operational. The decision will be made in concurrence with COR prior to disabling any add-on systems. All supplemental and Up-Armor that is removed from equipment shall be returned to the government for proper disposal.
- **C.5.0 LOGISTIC MANAGEMENT INFORMATION AND SERVICES (LMIS).** Requirements of this paragraph do not apply unless specified in each task order.
- C.5.1 Provisioning Technical Documentation (PTD). The Contractor shall provide PTD to the Contracting Officer and COR for all equipment repairs that alter the physical configuration of the equipment. The physical configuration of the equipment is altered when repairs to the equipment modifies, adds to, deletes, or supersedes existing parts in the equipment or its supporting equipment. This includes all parts acquired for Navy use which have machinery or electronic circuitry parts that are subject to wear out, failure, or replacement and will require maintenance at the Organizational, or Intermediate, (O or I) level of maintenance. PTD shall be delivered in MS Excel within 20 business days of completion repair. It will include the minimal Logistics Management Information (LMI) data elements provided in Attachment 7 of this PWS. Guidance for the composition of the PTD, not to exceed information provided in Attachment 7 of this PWS will be provided by the government as applicable in each task order.

The Contractor shall develop and provide PTD for:

- a. Any nonstandard (i.e. does not have an assigned National Stock Number [NSN]) component or part obtained from any source of supply unable to furnish PTD (Note: The Contractor shall screen all candidate parts in Federal Logistics Information Service <a href="http://www.dlis.dla.mil/webflis/default.asp">http://www.dlis.dla.mil/webflis/default.asp</a> to ensure there isn't already a NSN for the item.)
- b. Any component or part which the Contractor manufactures or modifies.
- c. Any unique or Special Purpose Test Equipment.

This data shall be provided (in MS Excel) to the Contracting Officer and COR via email for subsequent Source, Maintenance, and Recoverability (SM&R) coding and uploading to Interactive Computer Aided Provisioning System (ICAPS). ICAPS was developed by the government for the purpose of developing and transmitting provisioning related data.

**C.5.2** Engineering Data For Provisioning (EDFP). The Contractor shall provide to the Contracting Officer and COR the EDFP for all equipment repairs that alter the physical configuration of the equipment. The physical configuration of the equipment is altered when repairs to the equipment modifies, adds to, deletes, or supersedes existing parts in the equipment or its supporting equipment. EDFP Supplements PTD and is the technical data that provides definitive identification of dimensional, material, mechanical, electrical, or other characteristics adequate for provisioning of the support items of the end article(s) on contract. EDFP consist of data such as specifications, standards, drawings, photographs, sketches and descriptions, and the necessary assembly and general arrangement drawings, schematics, drawings, schematic diagrams, wiring and cable diagrams, etc.

EDFP shall not be provided when the item is identified in the Defense Integrated Data System with a type item identification of 1, 1A (K), or 1B (L) or the item is listed as a reference item (subsequent appearance of an item on a parts list). EDFP are required for all Commercial-Off-The-Shelf (COTS) items acquired for Navy use. The Contractor shall provide to the Contracting Officer and COR CESE COTS data for subsequent inclusion into Technical Manuals (e.g. Illustrated Parts Lists, system descriptions, operation and maintenance procedures, etc.)

- **C.5.3 Manufacturer's Commercial Manuals.** The Contractor shall provide to the Contracting Officer and COR the Manufacturer's Commercial Manuals or a descriptive pamphlet or sheet for all equipment repairs that alter the physical configuration of the equipment within the scope of this contract. The physical configuration of the equipment is altered when repairs to the equipment modifies, adds to, deletes, or supersedes existing parts in the equipment or its supporting equipment. These manuals will be used to supplement EDFP and PTD. This requirement applies only if commercial manuals or a descriptive pamphlet or sheet are available.
- **C.5.4 Design Change Notice (DCN).** The Contractor shall notify the Contracting Officer and COR of all changes, whether of a production or enhance modification type which is approved by the COR for incorporation into the end item and which modify, add to, delete, or supersede parts in the end item or its supporting equipment. When an approved engineering production change requires new identification the Contractor shall submit PTD revisions via Design Change Notices (DCN) in accordance with the following:
  - a. When the approved change affects interchangeable repairable assemblies so as to introduce non-interchangeable parts, identify the part number before the change as a deletion and the part number after the change as an addition.
  - b. Change and document the part number of the next higher assembly, and those of all progressively higher assemblies, up to the assembly where interchangeability is re-established. PTD shall include the interchangeable assembly.
  - c. EDFP is not required for deleted items.
  - d. Changes that occur after PTD has been delivered shall be documented as a revision to the applicable PTD.
  - e. When the design change significantly impacts the system or equipment configuration, and when directed by the Contracting Officer, a changed system or equipment shall be provisioned as a new end item and documented by PTD with associated EDFP.
  - f. No work shall begin until technical approval by the COR and CESE engineer and a signed modification by the Contracting Officer.

# C.6.0 KEY PERSONNEL QUALIFICATIONS

The following are the four (4) key labor categories for this contract:

#### C.6.1 Project Manager

- a. At least 10 years of experience and expertise in the equipment overhaul and repair industry with at least one year experience as a Project Manager.
- b. Must be qualified as a Project Manager and experienced in project management of overhaul and repair with the broad spectrum of equipment similar to that identified in Attachment 2 of this PWS including: automotive vehicles, construction equipment, specialized construction support equipment, special military and commercial support equipment, material and weight handling equipment, water well drilling equipment, ISO shipping container assets, mineral products and plant facility equipment, power production

and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft. At a minimum, that spectrum must include automotive vehicles, construction equipment, special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, and mineral products and plant facility equipment.

c. Must be a Certified Journeyman Mechanic.

# C.6.2 Shop Supervisor

- a. At least 10 years of experience and expertise in the equipment overhaul and repair industry with at least one year experience as a Shop Supervisor.
- b. Must be qualified as a Shop Supervisor and experienced in shop supervision of overhaul and repair with the broad spectrum of equipment similar to that identified in Attachment 2 of this PWS including: automotive vehicles, construction equipment, specialized construction support equipment, special military and commercial support equipment, material and weight handling equipment, water well drilling equipment, ISO shipping container assets, mineral products and plant facility equipment, power production and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft. At a minimum, that spectrum must include automotive vehicles, construction equipment, special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, and mineral products and plant facility equipment.
- c. Must be a Certified Journeyman Mechanic.

# **C.6.3** Quality Control Inspector

- a. At least 5 years of experience in the overhaul and repair industry with at least one year experience as a Quality Control Inspector.
- b. Must be qualified as a Quality Control Inspector with a broad spectrum of equipment similar to that identified in Attachment 2 of this PWS including: automotive vehicles, construction equipment, specialized construction support equipment, special military and commercial support equipment, material and weight handling equipment, water well drilling equipment, ISO shipping container assets, mineral products and plant facility equipment, power production and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft. At a minimum, that spectrum must include automotive vehicles, construction equipment, special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, and mineral products and plant facility equipment.
- c. Must be a Journeyman Mechanic.

# C.6.4 Parts Manager

- a. At least 5 years of experience in the overhaul and repair industry.
- b. Must be qualified with providing parts support with a broad spectrum of equipment similar to that identified in Attachment 2 of this PWS including: automotive vehicles, construction equipment, specialized construction support equipment, special military and commercial support equipment, material and weight handling equipment, water well drilling equipment, ISO shipping container assets, mineral products and plant facility equipment, power production and environmental control unit equipment, fire and emergency response vehicles, and small boats and watercraft. At a minimum, that spectrum must include automotive vehicles, construction equipment, special military construction and commercial support equipment, material and weight handling equipment, water well drilling equipment, and mineral products and plant facility equipment.
- c. Must be a Journeyman Mechanic.

#### C.7.0 PERFORMANCE REQUIREMENTS

#### **C.7.1 Status Reports**

The Contractor shall provide weekly, and update daily, a status report sufficiently detailed and compatible with "Microsoft Excel" to facilitate in downloading and collecting data to create and maintain required reports, summaries and cost records. At a minimum, below are listed items or categories that are to be contained in database information:

- Equipment Status
- United States Navy Number
- Equipment Description
- Equipment Location
- Task Order Equipment Funding
- Request Delivery Date
- Percent Complete
- Government Furnished Property/Equipment/Information

Reports shall be submitted in accordance with Contract Data Requirements List (CDRL) on individual task orders.

# **C.7.2 Progress Meeting**

The Contractor shall host monthly Progress Meetings on a day to be determined by the COR and the Contractor each month either at the Contractor's facility or telephonically. Deviations from this time frame are allowable only by Contracting Officer's Representative (COR). The Contractor shall host all inspections, evaluations, and test required by the contract immediately before, concurrent with, or immediately following the Progress Meeting.

#### C.8.0 TASK ORDER DELIVERABLES

Each Task Order negotiated under this contract will provide its own list of deliverables. It will include appropriate details such as content, format, timing, and receiving party.

Section D - Packaging and Marking

# PACKAGING AND MARKING INSTRUCT

SECTION D

#### **D.1 PREPARATION FOR DELIVERY**

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

#### **D.2 CLASSIFIED MATERIAL**

Classified material, if applicable, will be packed and shipped in accordance with transmission instruction contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

#### D.3 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

#### D.4 MARKING OF SHIPMENTS

- (a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage.
- (b) Each shipment of material and/or data shall be clearly marked to show the following information, unless otherwise specified in individual task orders issued under the contract:

#### **SHIP TO:**

Receiving Officer
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)
Acquisitions Code ACQ73
Naval Base Ventura County
Attn: PCO for Contract No. N39430-15-D-1604
1100 23<sup>RD</sup> Avenue Bldg. 1100
Port Hueneme, CA 93043-4301

#### MARK FOR:

Contract Number: N39430-15-D-1604

# Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

# CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of ServicesFixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

#### Section F - Deliveries or Performance

#### SECTION F

#### F.1 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destination specified on the individual task orders issued hereunder.

### F.2 PLACE OF PERFORMANCE AND DELIVERY (TASK ORDER)

The place of performance and delivery for any services to be performed hereunder will be specified in individual task order issued under this contract.

#### F.3 CONTRACT NOTICE REGARDING LATE DELIVERY

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the order requirements of the contract, the Contractor shall immediately provide written notification to the Contracting Officer, via the cognizant Contract Administration Services Office, if assigned, giving pertinent details. This data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirement by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

#### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-JUL-2015 TO 23-JUL-2016	N/A	N/A FOB: Destination	
0002	POP 24-JUL-2016 TO 23-JUL-2017	N/A	N/A FOB: Destination	
0003	POP 24-JUL-2017 TO 23-JUL-2018	N/A	N/A FOB: Destination	
0004	POP 24-JUL-2018 TO 23-JUL-2019	N/A	N/A FOB: Destination	
0005	POP 24-JUL-2019 TO 23-JUL-2020	N/A	N/A FOB: Destination	

# CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

#### Section G - Contract Administration Data

#### SECTION G

#### G.1 CONTRACT TYPE

This contract is an Indefinite Delivery Indefinite Quantity with Firm Fixed Price task order/s.

#### G.2 The Contracting Officer for this contract is:

Deborah Logan Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC) 1100 23<sup>rd</sup> Ave Building 1100 Port Hueneme, CA 93043-4347 (805)982-1207

The Contract Specialist for this contract is:

Maria Socorro C. Nailat Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC) 1100 23<sup>rd</sup> Ave Building 1100 Port Hueneme, CA 93043-4347 (805) 982-5092

#### G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this contract shall be identified at time of award.

Name: John Laszik

Mailing Address: Naval Facilities Engineering and Expeditionary Warfare Center

Code EX431 1100 23rd Avenue

Port Hueneme, CA 93043-4328

(b) The Alternate CORs for this contract are:

Name: Manuel R. Gomez

Mailing Address: Naval Facilities Engineering and Expeditionary Warfare Center

Code EX431 1100 23rd Avenue

Port Hueneme, CA 93043-4328

Name: Jerry H. Luzadder

Mailing Address: Naval Facilities Engineering and Expeditionary Warfare Center

Code EX431

4902 Marvin Sheilds Blvd Building 447A

Gulfport, MS 39501

(c) The COR will act as the Contracting Officer's Representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of the Contractor's performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the Statement of Work in the contract or task order.

- (d) When in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or task order, the Contractor shall promptly notify the Contracting Officer in writing before performing out of scope work.
- (e) In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate CORs.

#### G.4 ADDITIONAL TASK ORDER ISSUANCE PROCEDURES

#### **G.4.1.** General Instructions

Each task order shall include as a minimum:

- (i) Date of Order
- (ii) Contract Number and Order Number
- (iii) Contract item number and description, quantity, and unit price or estimated cost
- (iv) Delivery or performance schedule
- (v) Place of performance
- (vi) Any packaging, packing, and shipping instructions; security instructions, if any
- (vii) Accounting and appropriation data
- (viii) WAWF point of contact information (inspector, acceptor, Local Processing Office (LPO))
- (ix) Wage Determination

#### G.4.2. Requirement for Task Order Proposal:

- (a). The Section C Statement of Work is intended to describe the <u>general scope</u> of all the work that may be ordered under this Contract. Only after the Contracting Officer and the Contractor have negotiated a specific task order will a DD 1155 be issued to the Contractor indicating the period of performance.
- (b) A request for a task order proposal will be forwarded to the Contractor via electronic mail from the Contracting Officer at NAVFAC EXWC Acquisition, Port Hueneme, CA. The request will include the proposed Statement of Work, associated CDRLs, as applicable; performance schedule; etc. The Contractor shall submit a proposal within fourteen (14) working days from the date of the request from the Contracting Officer. The response period includes a three- day working window for the Contractor to forward written comments and questions. E-mailed Task Order Proposals are acceptable. All work issued under this Contract will be negotiated and will result in fixed price task orders.
- (c) When the Contracting Officer has determined a bona-fide urgency exists for the Government, the Contractor shall honor the Contracting Officer's request to expedite proposal submission and return a proposal to the Contracting Officer within (3) working days from the date of the request from the Contracting Officer.
- (d) As a minimum, the Contractor shall include in their task order proposal:
  - 1. Specific recommendations as to how the proposed work could be accomplished more effectively and efficiently;
  - 2. Proposed Labor Categories taken from Schedule B;
  - 3. Number of proposed Labor hours for each Labor Category;
  - 4. Itemized list of materials and their proposed cost;
  - 5. A detailed breakdown of any proposed travel (airfare, rental car, gas food and lodging etc; Proof that any required Security Clearance for any Contractor personnel working under this specific task order;
  - 6. Any other price and cost information requested by the Contracting officer.

#### **G.5 TRANSPORTATION**

Contractor will be responsible for transporting equipment from government facility to contractor site and back to the government facility. Transportation details shall be identified in individual task orders.

#### **G.6 PAYMENTS**

The Government shall pay the contractor upon submission of proper invoices or vouchers for services delivered and accepted on a milestone basis as identified on individual task orders.

#### CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- $\label{eq:contractor} \mbox{(1) Document type. The Contractor shall use the following document type (s).}$

2	in	1	

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_Inspector: N39430 Acceptance: N39430\_\_

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC Issue By DoDAAC Admin DoDAAC Inspect By DoDAAC Ship To Code Ship From Code Mark For Code Service Approver (DoDAAC) Service Acceptor (DoDAAC) Accept at Other DoDAAC LPO DoDAAC DCAA Auditor DoDAAC Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the systemjohn.laszik1@navy.mil euclidjakeposadas@navy.mil vaisala.tutogi@navy.mil
(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
_Not Applicable
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
(End of clause)
5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUNE 1994)
The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.
(End of clause)
5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)
(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:
x (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.
x (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

\_\_x\_\_ (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

#### Section H - Special Contract Requirements

#### SECTION H

#### H.1 HOLIDAYS

(a) A portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

#### NAME OF HOLIDAY

#### TIME OF OBSERVANCE

New Year's Day

Martin Luther King, Jr. Day President's Day Memorial Day Independence Day Labor Day Columbus Day

Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day 1 January

Third Monday in January Third Monday in February Last Monday in May

4 July

First Monday in September Second Monday in October

11 November

Fourth Thursday in November

25 December

(b) In the event any of the above holidays occur on Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

# H.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Quality Assurance Surveillance Plan (QASP) is a government only tool used to survey the contractor's performance including quality compliance and delivery of contract items in accordance with the contract. A sample copy is attached (Section J Attachment 1) only for contractor information. This is not a part of the contract and it may change at the government discretion. Each task order will have a unique QASP developed for it and for government use.

#### H.3 PERFORMANCE AT GOVERNMENT INSTALLATION

The contractor shall furnish to the security department, at least 10 days in advanced of commencement of the contract, the name(s) and place(s) of birth of the individual(s) who shall be performing the services under this contract.

# H.4 PLANT ACCESS

The Government Contracting Officer's Representative (COR) and other authorized Government personnel shall be allowed access to the contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting government personnel has complied with the visit planning and coordination requirements of FAR 42.402.

## H.5 SAFETY REQUIREMENTS

#### a. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

If performance of any work under this contract is required at a Navy facility, the Contractor shall contact the Navy Occupational Safety and Health Office prior to performance at ANY work under this contract. Individual task order/s will provide specific guidance regarding applicable safety requirements and regulations.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and person who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing; (b) are familiar with all relevant emergency procedures should an accident occur, (c) have access to a telephone and telephone number, to include emergency telephone numbers, for the facility where work is performed.

#### b. COMPLIANCE WITH EM 385-1-1

In accordance with US Army Corps of Engineers EM 385-1-1, Safety and Health Requirements Manual applies to each task order. In particular at a minimum, appendix A, paragraph 11, Accident Prevention Plan (APP) is required for limited scope contracting actions.

#### H.6 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance – Liability to Third Persons" (FAR 52.228-7, incorporated by reference in Section I hereof) and shall be maintained in the minimum amount shown:

- (a) Workers' compensation and employers' liability Minimum of \$100,000
- (b) Comprehensive general liability \$500,000 per occurrence (bodily injury)
- (c) Comprehensive automotive liability –

\$200,000 per person (bodily injury)

\$500,000 per occurrence (bodily injury)

\$20,000 per occurrence (property damage)

#### H.7 KEY PERSONNEL

- (a) Key personnel positions listed in the key personnel paragraph below are considered to be critical to the successful performance of this contract and shall possess the work experience education, and qualifications required at the time of proposal submission. Prior to replacing any of these key personnel, the contractor shall provide complete resumes for proposed substitutes, and any additional information required by the Contracting Officer. Proposed substitutes should satisfy the key personnel work experience, education and qualifications set forth elsewhere in this contract. The Contracting Officer will notify the contractor within 15 days after receipt of all required information of the consent on substitution.
- (b) Key Personnel List

#### POSITION:

Project Manager Shop Supervisor Quality Control Inspector Parts Manager

(c) Key Personnel minimum qualifications are specified in Section C, Performance Work Statement.

# H.8 WAGE DETERMINATION, MINIMUM WAGE RATES FOR INDIVIDUAL TASK ORDERS

Wage Determination will be included at the task order level.

# H.9 SECURITY WARNING

The contract, or the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Section 793 and 794. The transmission or the revelation of the classified information, in any manner to an unauthorized person, is prohibited by law. The contractor's attention is directed to the clauses entitled "Security Requirements" (FAR 52.204-2), incorporated by reference in Section I).

# H.10 EQUAL OPPORTUNITY COMPLIANCE

Contractors is subject to compliance with the Office of Federal Contract Compliance Programs (OFCCP) entitled "Preaward On-Site Equal Opportunity Compliance Evaluation" (FAR 52.222-24), incorporated by reference in Section I.

#### Section I - Contract Clauses

#### 252.203-7999

# 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010) (FEB 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
  - (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause. (End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	r MAY 2014
	Improper Activity	
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontrac Awards	etJUL 2013

52.209-6	Protecting the Government's Interest When Subcontracting	AUG 2013
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	JUL 2013
	Responsibility Matters	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-	- AUG 2011
	Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-4	Notice of Price Evaluation Preference for HUBZone Small	JAN 2011
	Business Concerns	
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-9 Alt II	Small Business Subcontracting Plan (JULY 2013) Alternate II	IOCT 2001
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	MAY 2014
	Compensation	
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor	MAY 2014
	Standards - Price Adjustment (Multiple Year And Option	
	Contracts)	
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun	JUN 2014
32.223 13	2014)	00112011
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
32.223 10	While Driving	110 0 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
J.L. 1 L	Infringement	220 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
34.434-1	1 aymons	ALIX 1704

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	ChangesFixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-	APR 2012
32.21) 2	Price)	711 IC 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
232.203-7000	Officials	SEI 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2008
232.203-7001	Contract-Related Felonies	DEC 2006
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
	Control Of Government Personnel Work Product	
252.204-7003	Oral Attestation of Security Responsibilities	APR 1992 NOV 2001
252.204-7005 252.204-7012	• •	
232.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252 204 7015		FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	
252.205-7000	Provision Of Information To Cooperative Agreement Holders Disclosure of Ownership or Control by the Government of a	JAN 2009
252.209-7001	•	JAN 2009
252 200 7002	Terrorist Country	HIN 2010
252.209-7002	Disclosure Of Ownership Or Control By A Foreign	JUN 2010
252 200 7004	Government	MAD 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 2014
252 211 7007	The Government of a Terrorist Country	A T T C 2012
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012

252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	OCT 2010
	the United States	
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractor	sMAR 2006
	Outside the United States	
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$500,000.00
- (2) Any order for a combination of items in excess of \$6,000,000.00 or
- (3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 2 years after contract completion date..

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the time frame specified in the contract.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>5</u> years.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Employee Class Monetary Wage-Fringe Benefits

(End of clause)

### CLAUSES INCORPORATED BY FULL TEXT

# 52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210

| Wage Determination No.: 2005-3033 Diane C. Koplewski Division of | Revision No.: 15 Director Wage Determinations | Date Of Revision: 12/22/2014 State: Florida Area: Florida Counties of Escambia, Okaloosa, Santa Rosa WD 05-2043 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014 \* REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 Wage Determination No.: 2005-2043 Diane C. Koplewski Division of | Revision No.: 18 Director Wage Determinations | Date Of Revision: 12/22/2014 State: California Area: California County of Kern WD 05-2047 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014 \* REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 | Wage Determination No.: 2005-2047 Diane C. Koplewski Division of | Revision No.: 16 Director Wage Determinations | Date Of Revision: 12/22/2014 State: California Area: California Counties of Los Angeles, Orange WD 05-2063 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014 \* REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 | Wage Determination No.: 2005-2063 Diane C. Koplewski Division of | Revision No.: 15 Director Wage Determinations | Date Of Revision: 12/22/2014

State: California Area: California Counties of San Luis Obispo, Santa Barbara WD 05-2071 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014 \* REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2071 Diane C. Koplewski Division of | Revision No.: 17 Director Wage Determinations | Date Of Revision: 12/22/2014 State: California Area: California County of Ventura WD 05-2301 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 | Wage Determination No.: 2005-2301 Diane C. Koplewski Division of | Revision No.: 15 Director Wage Determinations | Date Of Revision: 12/22/2014 State: Mississippi Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, WD 05-2233 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014 \* REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 | Wage Determination No.: 2005-2233 Diane C. Koplewski Division of | Revision No.: 18 Director Wage Determinations | Date Of Revision: 12/22/2014

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State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the offerors.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall--
- (1) Notify its employees of--
- (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of--
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;

- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <a href="http://www.state.gov/g/tip">http://www.state.gov/g/tip</a>.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

- "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When

the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining

the price objective and in negotiating the final price;

- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: http://farsite.hill.af.mil/

DFARS: www.acq.osd.mil/dpap/dars/dfarspgi/current/

NFAS.

http://www.navfac.navy.mil/content/dam/navfac/Small%20Business/PDFs/Contracting\_with\_NAVFAC/SB-NAVFAC\_Naval\_Facilities\_ACO\_Supplement\_NOV2012\_change1.dpf

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(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

### 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) Definitions. As used in this provision—

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of Provision)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:
- (ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No. Item description

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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or
- (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
- (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.
- (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
- (5) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*

- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- \*\*Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <a href="http://www.acq.osd.mil/dpap/pdi/uid/data">http://www.acq.osd.mil/dpap/pdi/uid/data</a> submission information.html.
- (g) Subcontracts. If the Contractor acquires by subcontract, any items(s) for which unique item identifications is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- \*\* Once per item.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph
- (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <a href="http://dodprocurementtoolbox.com/site/uidregistry/">http://dodprocurementtoolbox.com/site/uidregistry/</a>.
- (2) Embedded items shall be reported by one of the following methods--
- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in
accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g),
in the applicable subcontract(s), including subcontracts for commercial items.

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- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from \_\_\_\_\_\_ through \_\_\_\_\_\_ [dates will be determined at time of award].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

# 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

(a) Definitions. As used in this clause--

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

- (i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);
- (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or
- (iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

- (b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

#### 252.225-7021 TRADE AGREEMENTS (OCT 2013)

(a) Definitions. As used in this clause—

"Caribbean Basin country end product"—

- (i) Means an article that—
- (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and
- (ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—
- (A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);
- (B) Tuna, prepared or preserved in any manner in airtight containers; and
- (C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"—

- (i) Means any item of supply (including construction material) that is—
- (A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

- (B) Sold in substantial quantities in the commercial marketplace; and
- (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- "Component" means an article, material, or supply incorporated directly into an end product.
- "Designated country" means—
- (i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ``the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu'' (Chinese Taipei)), or the United Kingdom);
- (ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);
- (iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).
- "Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

- "Free Trade Agreement country end product" means an article that—
- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- "Least developed country end product" means an article that—
- (i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

A . 1	•
Austral	12

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy Luxembourg

Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means—

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—
- (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.

- (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
- (B) The end product is a COTS item.
- "United States" means the 50 States, the District of Columbia, and outlying areas.
- "U.S.-made end product" means an article that—
- (i) Is mined, produced, or manufactured in the United States; or
- (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.
- "WTO GPA country end product" means an article that—
- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—
- (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and
- (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or
- (ii) A national interest waiver has been granted.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (e) The HTSUS is available on the Internet at http://www.usitc.gov/tata/hts/bychapter/index.htm. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:
- (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMEN	<u>TS</u>	
Attachments	Name	Number of Pages
	O III N (OAGD)	
1	Quality Assurance Surveillance Plan (QASP)	6
2	Table of Allowance (TOA)Samples of Equipment for repair	5
3	Sample Oil/Fluid Analysis Report	1
4	Salient Characteristics Compatible with Hydrotex Essentialube	6
5	CESE and CEEI Painting Requirements	1
6	IUID Plate	1
7	PTD Composition Sample	2
8	Past Performance Questionnaire	4
9	Small Business Past Performance	3
10	Small Business Subcontracting Plan	10
11	Small Business Proposed Subcontracting Participation Breakdown	5
12	Contract Data Requirements List (CDRL)	4
13	Certificate of Non-Disclosure and Conflict of Interest Statement	1
14	Schedule of Estimated Price	6

#### Section K - Representations, Certifications and Other Statements of Offerors

#### 252.203-7998

### 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (DEVIATION 2015-O0010) (FEB 2015)

- (e) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (f) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (g) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	SEP 2007
	Influence Certain Federal Transactions	
52.204-6	Data Universal Numbering System Number	JUL 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:

- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison \_\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectivel connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.
(2) The small business size standard is 7.5M.

- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ( ) Paragraph (d) applies.
- ( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

- (i) 52.219-22, Small Disadvantaged Business Status.
- (A) Basic.
- (B) Alternate I.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
  - (vi) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
  - (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change	

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

<b>√</b> 1	c	
(End	ot	provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.
- (2) The small business size standard is \$7.5M
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations.
- (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -------] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--
- (i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ------.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture: ------.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged womenowned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.227-6 ROYALTY INFORMATION (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- (h) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

# 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

# (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- \_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- \_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

#### SECTION L

#### ADDITIONAL INSTRUCTIONS TO OFFERORS

#### L.1 INQUIRIES BY PROSPECTIVE OFFERORS

The common cut-off date for receipt of all written solicitation questions is close of business on the 15th calendar day after the solicitation posting date. Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation to the Contract Specialist, Ms. Maria Socorro C. Nailat via email: maria.nailat@navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Comments and questions must reference SOLICITATION N39430-15-R-1604. Acknowledgement of receipt of questions will not be made.

#### L.2 INSTRUCTIONS FOR SUBMISSION OF OFFERS

- 1. Offerors shall submit proposals in response to this solicitation in paper (hard copy) and Compact Disk (CD) (electronic) format:
  - (a) HARD COPY AND ELECTRONIC INSTRUCTIONS:

Submit your technical and price proposals in the following format:

- (1) Technical Proposal:
  - a. Hard copy: Submit One (1) original technical proposal and Four (4) copies technical proposal separately bound and organized by evaluation factor in paper (hard copy) format and:
  - b. Compact Disk (CD): Submit One (1) Compact Disk (CD) electronic copy in PDF format. Offeror is responsible for the readability of data on CD.
- (2) Price Proposal:
  - a. Hard Copy: Submit One (1) original (signed) Price proposal and one (1) copy separately bound and organized in paper (hard copy) format and;
  - b. Compact Disk (CD): Submit One (1) CD electronic copy in PDF and in Microsoft Excel formats. Offeror is responsible for the readability of data on CD.
- (b) The proposals shall be submitted to the address cited below. The package(s) shall be marked with the name of the offeror, the solicitation number, and the date and time specified for receipt of proposals. No other markings shall be used on the package(s).

Proposals not received at the address below on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1 INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997).

#### Address:

NAVFAC EXWC Acquisitions Department Code ACQ73 Naval Base Ventura County Attn: Maria Socorro C. Nailat, RTF N39430-15-R-1604 1100 23rd Avenue Bldg. 1100 Room B107 Port Hueneme, CA 93043-4301

2. Offerors are advised to be aware of FAR 15.208 and take proper steps to ensure timely receipt of their proposals at NAVFAC EXWC Acquisitions Department (Code ACQ73), Naval Base Ventura County, Port Hueneme.

#### L.3 ORGANIZATON OF OFFER AND CONTENT OF PROPOSAL

Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The technical proposal must address the evaluation factors in Section M and include all required documentation. The information shall be organized as follows:

VOLUME	FACTOR	PAGE LIMITATION TITLE		
I	N/A	N/A	Cover Letter.	
Ι	N/A	N/A	Signed SF 33 Solicitation, Offer and Award, SF 30 Amendments and attachments.	
I	NA	N/A	Section K of Solicitation. Statement of Representation and Certifications, and identification of any Organizational Conflict of Interest.	
I	1	20	Technical.	
I	2	See page limitation of 2(a) and 2(b) below	Management Approach.	
I	2(a)	2 per key personnel resume	Four (4) Key Personnel Resume.	
I	2(b)	8	Quality Control (QC) plan.	
I	3	See page limitation of Parts 3A and 3B below	Small Business Utilization.	
I	3A	5 per past performance submitted	Past Performance in Utilization of Small Business Concern.	
I	3B	15	Small Business Participation.	
I	4	5	Safety.	
I	5	5 per past performance contracts submitted	Past Performance on Recent and Relevant Projects.	
II	6	3	Solicitation Section B-Supplies or Services Prices.	
II	6	N/A	Price Proposal Cover Letter.	
II	6	N/A	Section B of Solicitation	
II	6	6	Statement of Total Estimated Price, Section J, Attachment 14.	
II	6	Unlimited	Banking Institution(s) Information and Company Financial Statement.	

- 1. Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder.
- 2. Each volume shall contain a detailed table of contents to outline the subparagraphs within that volume. Tab indexing shall be used to identify sections.
- 3. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.
- 4. Submission of the proposal shall be typewritten, and shall be presented on Standard 8.5 x 11 inch paper, one-inch margins, single-spacing using 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted which exceed the limits in the chart above will not be considered in the evaluation. The Cover Letter, blank pages, tables of contents, glossaries, and indexes are not considered a "page" for page limit purposes. Tables and graphics

should be no less than font size 12 in either Times New Roman or Calibri. Offerors may only submit 11x 17 page foldouts in lieu of 8.5 x 11 pages to accommodate graphics and tables.

- 5. Volume I Technical Proposal must be separately bound and organized by evaluation factor. The Technical Volume shall consist of following:
  - (a) Cover Letter. A letter containing the following:
    - (1) Name and address of offeror.
    - (2) The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations.
    - (3) DUNS and Cage Code of the offeror.
    - (4) The address and telephone number for the authorized representative of the offeror.
    - (5) The solicitation number.
  - (b) Signed Standard Form 33 (SF 33), Solicitation, Offer, and Award and signed Standard Form 30 (SF 30), Amendments/ Modifications and all attachments.
  - (c) Section K; statement that representation and certifications are current in SAM and identification of any Organizational Conflict of Interest.
  - (d) Factor 1 Technical.
  - (e) Factor 2 Management Approach.
  - (f) Factor 3 Small Business Past Performance and Utilization.
  - (g) Factor 4 Safety.
  - (h) Factor 5 Past Performance on recent and relevant projects.
- 6. Volume II Price Proposal must be separately bound and organized. The Price Volume shall consist of the following:
  - (a) Price Proposal Cover Letter stating total price and narrative.
  - (b) A completed solicitation Section B with a price for each contract line item (CLIN).
  - (c) A completed Schedule of Total Estimated Price, Section J, Attachment 14 of the solicitation.
  - (d) The company's Banking institution(s) information and the company's financial statement for the most recent completed 12-month financial accounting year.
- 7. Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should also be made to the above address.

## L.4 SUBMITTAL REQUIREMENTS FOR EACH FACTOR

#### 1. Factor 1 Technical.

- (a) The offeror shall submit a narrative document describing in detail its technical capability to perform the type of work described in Sections C.4.1, C.4.2 and C.5.0 of the PWS.
- (b) The offeror shall submit a Performance Execution Plan which describes the contractor's plan to execute task orders and multiple task orders placed on an IDIQ contract simultaneously. The plan must include the contractor's expertise, experience, facilities capabilities and must describe the systems in place to perform inspection, overhaul, repair, refurbishment, logistics and maintenance services on the various types of equipment listed in Attachment 2 and as described in Sections C.4.1, C.4.2 and C.5.0 of the PWS.
- (c) The offeror shall submit a Parts Support Plan which describes the contractor's process in expeditiously, efficiently and effectively obtaining repair parts for the types of equipment identified in Attachment 2 of the PWS. The Parts Support Plan shall include warranty information on repair/replacement parts, a list of current/potential part suppliers, a procedure for obtaining obsolete and/or outdated repair parts and logistics services.

#### 2. Factor 2 Management Approach.

- (a) The offeror shall provide resumes for all Key Personnel listed in section C.6.0 of the PWS. Resumes of key personnel shall demonstrate that the individual meets the minimum qualification criteria described in the PWS. Each resume shall not exceed two (2) pages, single-sided, and should describe the training background, directly related work experience as it pertains to the PWS, and number of years they have worked in the field. The offeror is required to submit current, signed "Letter of Intent" for all personnel that are contingent hires and whose resumes are submitted as part of the proposal. The letter must be signed by both the employee and the offeror. Letter of intent is not included in the 2 page limit. The meaning of current as used in this factor is defined as "within 30 days prior to submission of proposal".
- (b) The offeror shall submit a Quality Control (QC) plan (practices, resources, and activities) which describes the process/system in place for identifying and correcting any quality problems found during the repair cycle prior to the government's final inspection and operational tests per Section C.4.2 of the PWS. The summary shall describe the methods to conduct, document, measure, control and improve the quality processes.

#### 3. Factor 3 Small Business Utilization.

Factor 3 consists of two Subfactors, 3A, Past Performance in Utilization of Small Business Concerns, and 3B, Small Business Participation. The evaluation of Subfactors 3A and 3B are of equal importance to the determination of Factor 3 Rating.

**Definitions:** "SB" as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

**HUBZone SB Certifications:** Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at <a href="http://web.sba.gov/pro-net/search/dsp\_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp\_dsbs.cfm</a>. It is the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

# (a) SUBFACTOR 3.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS

Proposals that do not include responses addressing ALL elements of the requirements stated below ((1) through (4)) must include an explanation why that element is not addressed.

- (1) Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror's projects referenced under Factor 5, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).
  - (2) Provide small business subcontracting history. Large businesses with

Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 5, Past Performance. If Factor 5-submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment 9 in Section J, Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered.

- (3) Small Business proposers shall provide a subcontracting history on Attachment 9, Small Business Past Performance.
- (4) If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements (1) through(4), for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in solicitation Section M.2.3.(a):

- (1) Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.
- (2) Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
- (3) Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica, or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

#### (b) SUBFACTOR 3.B – SMALL BUSINESS PARTICIPATION

- (1) Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.
- (2) If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment 10 for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment 11 for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

## 4. Factor 4 Safety.

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

- (a) Experience Modification Rate (EMR): For the three previous complete calendar years 2011, 2012, and 2013, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.
- (b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years 2011, 2012, and 2013 submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.
- (c) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

#### 5. Factor 5 Past Performance.

Offerors may submit up to five (5) recent relevant contracts that demonstrate the offerors ability to successfully deliver products and services that are similar in services/support, complexity, subcontracting/teaming effort to work described in the performance work statement.

Past Performance Evaluation Forms: For each contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, the PPQ must be submitted.

A PPQ form, is included in the solicitation as Attachment 8 and is provided for the offeror or its team members to submit to the client for each contract the offeror includes in its proposal. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a contract before the proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract and client information. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Maria Socorro C. Nailat, via email at maria.nailat@navy.mil prior to the proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

The requirement to submit these forms cannot be satisfied by directing the Government to consider forms or information submitted on other procurements. The Government may utilize previously submitted PPQ information or any other Information available in the past performance evaluation. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal

Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

## 6. Factor 6 Price.

(a)The Contracting officer has determined that certified cost or pricing data is not required for this solicitation based on the exception at FAR 15.403-1(b)(1), adequate price competition. If after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, the Contracting Officer may require additional data other than certified cost and pricing data in accordance with FAR 15.403-1(b) and 15.403.3(a) or certified cost or pricing data in accordance with FAR 15.403-4.b.

- (b) The Price proposal shall be submitted in a separate volume (Volume II) from the technical proposal (Volume I). No technical information shall be submitted as part of the price proposal.
  - (c) The Offerors price proposal volume II should be organized as follows:
- (i) Price Proposal Cover Letter. The cover letter will state the total price and may include some narrative about the price proposal. The narrative may contain any general information that describes and supports the offeror's price proposal, and may describe methodology used, and assumptions made, if any are made.
- (ii) Offeror must provide a price for each contract line item (CLIN) in Section B of the solicitation.
- (iii) A completed Schedule of Total Estimated Price, Attachment 14 of this source selection plan (complete all worksheet/s).

FOR EVALUATION PURPOSES ONLY: The offeror shall use the Government estimated annual amounts for; oil analysis and report quantity, shipping and transportation costs, inspection and repair direct labor hours, direct material costs, and subcontracts costs in developing the price proposal. Offerors may use their own format for the Schedule of Total Estimated Price, if (1) use of the Government's preferred format will cause an unreasonable burden on resources and (2) the Offeror's format provides in substance the same level of detail and information reflected on the Government's pricing format. Elements of Schedule of Total Estimated Price are as follows:

(A) Oil Analysis and Report. The offeror shall use the Government estimated quantity delineated below, to develop its proposal and prepare the Schedule of Total Estimated Price. The unit cost proposed must include applicable indirect costs, such as overhead and general & administrative costs. The unit cost proposed will be binding on the offeror during the duration of the contract and will be incorporated into the contract price schedule. Oil Analysis and Report price includes drawing samples, performing oil and fluid analysis, generating and providing the report.

Table 6. Oil analysis and report

Tuele of oil unuity one unuit report				
Oil analysis and report	Port Hueneme, CA	Gulfport, MS		
	Quantity	Quantity		
Base Period	600	600		
Option Period 1	600	600		
Option Period 2	600	600		
Option Period 3	600	600		
Option Period 4	600	600		

(B) Shipping and Transportation. The offeror shall use the Government annual shipping and transportation costs given below to develop its proposal and prepare the Schedule of Total Estimated Price, of the solicitation. Shipping & Transportation costs includes round trip transportation from the Government's facility to the contractor's facility and return. Costs include all the effort required to secure the equipment for shipping (i.e., tiedowns, balancing, and traffic control). The Government estimated cost includes applicable indirect costs, such as overhead and general & administrative costs. The amount does not include profit.

Table 7. Shipping and Transportation

<u> </u>		
Shipping and Transportation	Port Hueneme, CA	Gulfport, MS
	Costs	Costs
Base Period	\$540,000	\$480,000
Option Period 1	\$540,000	\$480,000
Option Period 2	\$540,000	\$480,000
Option Period 3	\$540,000	\$480,000
Option Period 4	\$540,000	\$480,000

(C) Inspection and Repair Direct Labor. The offeror shall supply the most competitive annual fully burdened hourly rates for direct labor in developing the price proposal. The fully burdened hourly rates should include the base hourly rate, overhead expense, general and administrative expense, and any other indirect expense factors. The fully burdened hourly rates will be binding on the offeror for the duration of the contract and will be incorporated into the contract price schedule. The agreed-to fully burdened labor hourly rates for inspection and repair services will be applicable to individual task order hours estimated to be provided by the prime contractor and/or subcontractor(s). Within the fully burdened hourly rate, the offeror should not apply annual cost- of- living-allowance (COLA) index or other employment cost index for the labor categories/services subject to the Service Contract Act (SCA).

Prior to contract award, the prospective awardee shall provide a schedule showing the breakdown for its proposed competitive fully burdened hourly rate. The cost element detail should provide visibility of the base hourly rate, health & welfare (H&W) hourly rate, and indirect expense amount associated with the hourly rates: and the total sum must agree with the prospective awardee's competitive fully burdened hourly rate proposed for the corresponding labor category. The fully burdened hourly rate detail schedule will be required for the Base Period and each Option Period. The offeror's cost-price detail provided in the fully burdened hourly rate detail schedule will not be evaluated for purposes of awarding the contemplated IDIQ contract, but is necessary to allow for a correct quantum determination when and if a future Service Contract Act (SCA) price adjustment proposal(s) is submitted by the awardee.

The offeror shall use the Government estimated annual labor hours given below to develop its proposal and prepare the Schedule of Total Estimated Price. Offeror should use the same hours for the Base Period and each Option Period.

Table 8. Inspection and Repair Direct Labor

Labor Category	Port Hueneme, CA	Gulfport, MS
	Hours	Hours
Journeyman Level Technicians-Motor Vehicle Mechanic	4500	4500
Electrician, Automotive	1500	1500
Power Prod Gen Mechanic	555	555
Motor Vehicle Mechanic Apprentice	9750	9750
Body Repair and Paint	15750	15750
Hydraulic Sys Repair Spec	5250	5250
Transmission Repair Specialist	3000	3000
Truck Driver, MED	1650	1650

Heavy Equipment Mechanic	15000	15000
Welder Combination, Maintenance and Repair	7500	7500
Automotive Glass Installer	1500	1500
Forklift Operator	1875	1875
Forklift Mechanic	1650	1650
Fuel System Specialist	3375	3375
Upholsterer	3000	3000
Air Cond/Refrig Mechanic	750	750
Certified ISO Inspector	1575	1575

(D) Direct Material. The offeror shall use the Government estimated annual direct material cost delineated below to develop its proposal and prepare the Schedule of Total Estimated Price. The Government estimated cost includes applicable indirect costs, such as overhead and general & administrative costs. The amount does not include profit.

Table 9. Direct Material

Direct Material	Port Hueneme, CA	Gulfport, MS
	Costs	Costs
Base Period	\$ 955,000	\$ 955,000
Option Period 1	\$1,002,727	\$1,002,727
Option Period 2	\$1,052,727	\$1,052,727
Option Period 3	\$1,105,455	\$1,105,455
Option Period 4	\$1,115,455	\$1,115,455

(E) Subcontracts. The offeror shall use the Government estimated annual subcontractor costs delineated below to develop its proposal and prepare the Schedule of Total Estimated Price. The Government estimated cost includes applicable indirect costs, such as overhead and general & administrative costs. The amount does not include profit.

Table 10. Subcontracts

Subcontracts	Port Hueneme, CA	Gulfport, MS
	Costs	Costs
Base Period	\$1,892,367	\$1,570,909
Option Period 1	\$1,910,909	\$1,586,364
Option Period 2	\$1,930,000	\$1,602,727
Option Period 3	\$1,949,091	\$1,618,182
Option Period 4	\$1,968,182	\$1,634,545

(F) Profit. The offeror shall supply the most competitive annual profit factor. The profit factor should be used to develop its proposal and prepare the Schedule of Total Estimated Price. Profit factor will be binding on the offeror for the duration of the contract as maximum allowable profit factor. The profit, however, will be negotiated on individual task orders based on project risk and complexity.

(iv) Banking Institution(s) Information and Financial Statement. The offeror shall provide their banking institution(s) name and mailing address. Additionally, the offeror shall also provide their company's financial statement (F/S) for the most recent completed 12-month financial accounting year. Include the balance sheet, income statement and related notes or management discussions and analysis, if any. Include the cash flow statement if prepared. The financial statement submission requirement in descending order of preference is:

- -F/S complied/reviewed/audited by independent external auditor.
- -Company prepared F/S.
- -Accounting system generated F/S.

#### CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
52.216-27	Single or Multiple Awards	OCT 1995

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
- (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item:
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of

items.

- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Quantity Indefinite Delivery Fixed Price contract resulting from this solicitation.

(End of provision)

# 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFAC EXWC Acquisitions Department Naval Base Ventura County (NBVC) 1100 23<sup>rd</sup> Ave. Bldg. 1100 Port Hueneme, CA 93043-4301.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DFARs: <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>

(End of provision)

#### Section M - Evaluation Factors for Award

# SECTION M

#### M.1 BASIS FOR AWARD

- 1. The Government reserves the right to eliminate from consideration for Single Award Contract award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
- 2. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- 3. This acquisition will utilize a best value trade off process. The Government considers it to be in the best interest to allow consideration of award to other than the lowest price offeror or other than the highest technically rated offeror.
- 4. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

#### M.2 BASIS OF EVALUATION

Each offeror will be evaluated based on six (6) evaluation factors, which are described in detail below. The technical factors (1, 2, 3, and 4) are equal to each other and when combined are equal to the performance confidence assessment rating (Factor 5). All non-price factors (1, 2, 3, 4 and 5) when combined are approximately equal to price (Factor 6).

# 1. Factor 1 Technical.

- (a) The government will evaluate the extent to which the offeror's narrative document demonstrates its technical capability to perform each of the requirements listed in Sections C.4.1, C.4.2, and C.5.0 of the PWS.
- (b) The Performance Execution Plan of the proposal for this factor will be evaluated to determine the contractor's capability to coordinate and execute task order and multiple task orders simultaneously placed on this IDIQ contract. The government will evaluate the offeror's expertise, experience, facility capabilities, and systems in place to perform inspection, overhaul, repair, refurbishment and maintenance services on the various types of equipment listed in the Attachment 2 of the PWS as described in Sections C.4.1, C.4.2 and C.5.0 of the PWS.
- (c) The Parts Support Plan of the proposal for this factor will be evaluated to determine the offeror's ability to expeditiously, efficiently and effectively obtain repair parts (including unique, obsolete or outdated repair parts) for inspection, repair and logistics services on the various types of equipment identified in the Attachment 2 of the PWS.

#### 2. Factor 2 Management Approach.

(a) The offeror will be evaluated on the resumes of the key personnel in the proposal (the four key labor categories are identified in paragraph C.6.0 of the PWS). Experience shall be evaluated based on work performed

for like, or similar, requirements to that described in the PWS and the depth of relevant experience in years. Evaluations of resume will include review of individual's minimum qualifications criteria described in the PWS including training background, directly related work experience as it pertains to the PWS, and number of years they have worked in the field.

(b) The Quality Control (QC) plan (practices, resources and activities) will be evaluated to determine if the quality control process/system in place can effectively and efficiently identify and correct any quality problems found during the repair cycle prior to the government's final inspection and operational test per Section C.4.2 of the PWS. Favorable evaluations may be given to the offeror that demonstrates an effective, efficient and realistic plan to implement Quality Control.

#### 3. Factor 3 Small Business Utilization.

Factor 3 consists of two Subfactors, 3A, Past Performance in Utilization of Small Business Concerns, and 3B, Small Business Participation. The evaluation of Subfactors 3A and 3B are of equal importance to the determination of Factor 3 Rating.

Definitions: "SB" as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at <a href="http://web.sba.gov/pro-net/search/dsp\_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp\_dsbs.cfm</a>. It is the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

# (a) SUBFACTOR 3.A – Past Performance in Utilization of Small Business Concerns

The extent to which the proposal demonstrates the proposer's level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

#### (b) SUBFACTOR 3.B – Small Business Participation

The following will be evaluated on all proposals:

- (1) The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- (2) The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
- (3) The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
  - (4) The realism of the proposal to meet the proposed goals.

The following will be evaluated on proposals submitted by Large Business firms:

(1) The extent to which the proposal provides Small Business
Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and
utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting
Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a
percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY 2015	FY2016	FY2017	FY2018	FY2019
SB	66.8	66.94	67.07	67.2	67.33
SDB	17.27	17.44	17.62	17.79	17.97
WOSB	15.3	15.45	15.61	15.77	15.93
HUBZone	8.94	9.03	9.12	9.21	9.3
VOSB	3.03	3.06	3.09	3.12	3.15
SDVOSB	3.03	3.06	3.09	3.12	3.15

(2) The extent to which the proposer's Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract:

Attachment (9) – Small Business Past Performance

Attachment (10) – Small Business Subcontracting Plan.

Attachment (11) – Small Business Offeror Small Business Participation Breakdown

#### 4. Factor 4 Safety.

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

Experience Modification Rate (EMR)
OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
Offeror Technical Approach to Safety
Other sources of information available to the Government

- (a) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.
- (b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(c) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

#### 5. Factor 5 Past Performance

The government will evaluate the degree to which recent relevant past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
  - Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
  - Comments including any about subcontractors/teaming arrangements
  - A respect for stewardship of Government funds

Offerors with no recent/relevant performance record available or if the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned will receive an "Unknown Confidence/Neutral" rating. A more recent relevant contract may receive more consideration.

## Factor 6 Price.

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Price analysis will be performed in accordance with FAR 15.404-1, using one or more of the following techniques:

- (a) Comparison of proposed prices received in response to the solicitation.
- (b) Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
- (c) Use of parametric estimating methods/application of rough yardsticks to highlight significant inconsistencies that warrant additional pricing inquiry.
- (d) Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
  - (e) Comparison of proposed prices with independent Government cost estimates.
- (f) Comparison of proposed prices with prices obtained through market research for the same or similar items.

(g) Analysis of data other than certified cost or pricing data (as defined at 2.101) provided by the offeror.

# CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options JUL 1990